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सं० 11]

नई दिल्ली, शनिवार, मार्च 16, 1985/ फाल्गुन 25, 1906

No. 11]

NEW DELHI, SATURDAY, MARCH 16, 1985/PHALGUNA 25, 1906

इस भाग में भिन्न पृष्ठ संख्या दी जाती है जिससे कि यह अलग संकलन के रूप में
रखा जा सके

Separate Paging is given to this Part in order that it may be filed as a
separate compilation

भाग II—खण्ड 3—उप-खण्ड (ii) PART II—Section 3—Sub-section (ii)

(रक्षा मंत्रालय को छोड़ कर) भारत सरकार के मंत्रालयों द्वारा जारी किये गये सांघिक अधिकार आदेश और अधिसूचनाएँ
Statutory Orders and Notifications issued by the Ministries of the Government of India
(Other than the Ministry of Defence)

वित्त मंत्रालय

(राजस्व विभाग)

नई दिल्ली, 16 नवंबर, 1984

आय-कर

का.आ. 1089 :—आयकर अधिनियम, 1961 (1961 का 43) की धारा 10 के खंड (23ग) के उपखंड (4) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए, केन्द्रीय सरकार, एतद्वारा, उक्त खण्ड के प्रयोजनार्थ, "संयुक्त संयंत्र समिति" को कर निर्धारण-वर्ष 1985-86 से 1987-88 के अंतर्गत आने वाली अवधि के लिए अधिसूचित करती है।

[सं. 6039/फा.सं. 197/56/84-आंक. (नि.-1)]

MINISTRY OF FINANCE

(Department of Revenue)

New Delhi, the 16th November, 1984

(INCOME-TAX)

S.O. 1089.—In exercise of the powers conferred by sub-clause (iv) of clause (23C) of Section 10 of the Income-tax Act, 1961 (43 of 1961), the Central Government hereby notifies "Joint Plant Committee" for the purpose of the

said section for the period covered by the assessment years 1985-86 to 1987-88.

[No. 6039 (F. No. 197/56/84-IT(AI))

नई दिल्ली, 29 नवंबर, 1984

आय-कर

का.आ. 1090 :—आयकर अधिनियम, 1961 (1961 का 43) की धारा 10 की उपधारा (23ग) के उपखण्ड (4) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए, केन्द्रीय सरकार, एतद्वारा, उक्त खण्ड के प्रयोजनार्थ, "चिल्ड्रेन्स फिल्म सोसाइटी, इंडिया" को कर निर्धारण वर्ष 1984-85 से 1986-87 तक के अंतर्गत आने वाली अवधि के लिए अधिसूचित करती है।

[सं० 6063/फा० सं० 197/186/82-आ० का० (नि०-1)]

New Delhi, the 29th November, 1984

(INCOME-TAX)

S.O. 1090.—In exercise of the powers conferred by sub-clause (iv) of clause (23C) of Section 10 of the Income-tax Act, 1961 (43 of 1961), the Central Government hereby notifies "Children Film Society, India" for the purpose of the said section for the period covered by the assessment years 1984-85 to 1986-87.

[No. 6063/F. No. 197/186/82-IT (AI)]

नई दिल्ली, 8 जनवरी, 1985

(आय-कर)

का. आ. 1091:—आयकर अधिनियम, 1961 (1961 का 43) की धारा 10 के खण्ड (23ग) के उपखण्ड (4) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए, केन्द्रीय सरकार, एतद्वारा, उक्त खण्ड के प्रयोजनार्थ, "डिवाइन लाइफ सोसायटी" को कर निर्धारण-वर्ष 1986-87 से 1988-89 के अंतर्गत आने वाली अवधि के लिए अधिसूचित करती है।

[सं. 6102/फा. सं. 197/117/84-आ. क. (नि.-1)]

New Delhi the 8th January, 1985

(INCOME-TAX)

S.O. 1091.—In exercise of the powers conferred by sub-clause (iv) of clause (23C) of Section 10 of the Income-tax Act, 1961 (43 of 1961), the Central Government hereby notifies "The Divine Life Society" for the purpose of the said section for the period covered by the assessment years 1986-87 to 1988-89.

[No. 6102/F. No. 197/117/84-IT (AI)]

का. आ. 1092:—आयकर अधिनियम, 1961 (1961 का 43) की धारा 10 के खण्ड (23ग) के उपखण्ड (4) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए, केन्द्रीय सरकार, एतद्वारा, उक्त खण्ड के प्रयोजनार्थ, "संजय गांधी मैमोरियल ट्रस्ट" को कर निर्धारण-वर्ष 1986-87 से 1987-1988 के अंतर्गत आने वाली अवधि के लिए अधिसूचित करती है।

[सं. 6103/फा. सं. 197/119/84—आ. क. (नि.-1)]

(INCOME-TAX)

S.O. 1092.—In exercise of the powers conferred by sub-clause (iv) of clause (23C) of Section 10 of the Income-tax Act, 1961 (43 of 1961), the Central Government hereby notifies "Sanjay Gandhi Memorial Trust" for the purpose of the said section for the period covered by the assessment years 1986-87 to 1987-88.

[No. 6103/F. No. 197/119/84-IT (AI)]

नई दिल्ली, 16 जनवरी, 1985

(आय-कर)

का. आ. 1093:—आयकर अधिनियम, 1961 (1961 का 43) की धारा 10 की उपधारा (23ग) के खण्ड (4) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए, केन्द्रीय सरकार, एतद्वारा, उक्त खण्ड के प्रयोजनार्थ, "खलधर शिशु निवास व शिक्षा केन्द्र" को कर निर्धारण-वर्ष 1983-84 तथा 1984-85 के अंतर्गत आने वाली अवधि के लिए अधिसूचित करती है।

[सं. 6109/फा. सं. 197/157/82—आ. क. (नि.-1)]

New Delhi, the 16th January, 1985

(INCOME-TAX)

S.O. 1093.—In exercise of the powers conferred by sub-clause (iv) of clause (23C) of Section 10 of the Income-tax Act, 1961 (43 of 1961), the Central Government hereby

notifies "Kheighar Shishu Nivas O Shiksha Kendra" for the purpose of the said section for the period covered by the assessment years 1983-84 and 1984-85.

[No. 6109/F. No. 197/157/82 IT(AI)]

नई दिल्ली, 18 जनवरी, 1985

(आय-कर)

का. आ. 1094:—आयकर अधिनियम, 1961 (1961 का 43) की धारा 10 के खण्ड (23ग) के उपखण्ड (4) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए, केन्द्रीय सरकार, एतद्वारा, उक्त धारा के प्रयोजनार्थ, "दि लोटस ट्रस्ट" को कर निर्धारण-वर्ष 1985-86 से 1987-88 तक के अंतर्गत आने वाली अवधि के लिए अधिसूचित करती है।

[सं. 6115/फा. सं. 197/234/83-आ. क. (नि.-1)]

New Delhi, the 18th January, 1985

(INCOME-TAX)

S.O. 1094.—In exercise of the powers conferred by sub-clause (iv) of clause (23C) of Section 10 of the Income-tax Act, 1961 (43 of 1961), the Central Government hereby notifies "The Lotus Trust" for the purpose of the said section for the period covered by the assessment years 1985-86 to 1987-88.

[No. 6115/F. No. 197/234/83-IT (AI)]

नई दिल्ली, 22 जनवरी, 1985

(आय-कर)

का. आ. 1095:—आयकर अधिनियम, 1961 (1961 का 43) की धारा 10 के खण्ड (23ग) के उपखण्ड (4) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए, केन्द्रीय सरकार, एतद्वारा, उक्त धारा के प्रयोजनार्थ, "भाई वीर सिंह साहित्य सदन, नई दिल्ली" को कर निर्धारण वर्ष 1985-86 से 1987-88 तक के अंतर्गत आने वाली अवधि के लिए अधिसूचित करती है।

[सं. 6116/फा. सं. 197/7/84—आ. क. (नि.-1)]

New Delhi, the 22nd January, 1985

(INCOME-TAX)

S.O. 1095.—In exercise of the powers conferred by sub-clause (iv) of clause (23C) of Section 10 of the Income-tax Act, 1961 (43 of 1961), the Central Government hereby notifies "Bhai Vir Singh Sahitya Sadan, New Delhi" for the purpose of the said section for the period covered by the assessment years 1985-86 to 1987-88.

[No. 6116/F. No. 197/7/84-IT (AI)]

का. आ. 1095:—आयकर अधिनियम, 1961 (1961 का 43) की धारा 10 के खण्ड (23ग) के उपखण्ड (4) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए, केन्द्रीय सरकार, एतद्वारा, उक्त धारा के प्रयोजनार्थ, "इण्डियन पीपुल्स फ़ेमिन ट्रस्ट" को कर निर्धारण-वर्ष 1983-84 से 1985-86 तक के अंतर्गत आने वाली अवधि के लिए अधिसूचित करती है।

[सं. 6117/फा. सं. 197/237/83—आ. क. (नि.-1)]

(INCOME-TAX)

S.O. 1096.—In exercise of the powers conferred by sub-clause (iv) of clause (23C) of Section 10 of the Income-tax Act, 1961 (43 of 1961), the Central Government hereby notifies "Indian People's Famine Trust" for the purpose of the said section for the period covered by the assessment years 1983-84 to 1985-86.

[No. 6117/F. No. 197/237/83-IT (AI)]

(आय-कर)

का. आ. 1097.—आयकर अधिनियम, 1961 (1961 का 43) की धारा 10 की उपधारा (23ग) के उपखण्ड (4) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए, केन्द्रीय सरकार, एतद्वारा, उक्त खण्ड के प्रयोजनार्थ, "मराठा मन्दिर" को कर निर्धारण वर्ष 1985-86 से वर्ष 1987-88 के अंतर्गत आने वाली अवधि के लिए अधिसूचित करती है।

[सं. 6123/फा. सं. 197/230/83-आ. क. (नि.-1)]

(INCOME-TAX)

S.O. 1097.—In exercise of the powers conferred by sub-clause (iv) of clause (23C) of Section 10 of the Income-tax Act, 1961 (43 of 1961), the Central Government hereby notifies "Maratha Mandir" for the purpose of the said section for the period covered by the assessment years 1985-86 to 1987-88.

[No. 6123/F. No. 197/23/83-IT (AI)]

का. आ. 1098.—आयकर अधिनियम, 1961 (1961 का 43) की धारा 10 की उपधारा (23ग) के उपखण्ड (4) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए, केन्द्रीय सरकार, एतद्वारा, उक्त खण्ड के प्रयोजनार्थ, "गांधी-ग्राम न्यास, गांधीग्राम, मदुरै" को कर निर्धारण-वर्ष 1984-85 और 1985-86 के अंतर्गत आने वाली अवधि के लिए अधिसूचित करती है।

[सं. 6124/फा. सं. 197/29/84-आ. क. (नि.-1)]

(INCOME-TAX)

S.O. 1098.—In exercise of the powers conferred by sub-clause (iv) of clause (23C) of Section 10 of the Income-tax Act, 1961 (43 of 1961), the Central Government hereby notifies "Gandhigram Trust, Gandhigram, Madurai" for the purpose of the said section for the period covered by the assessment years 1984-85 and 1985-86.

[No. 6124/F. No. 197/29/84-IT (AI)]

नई दिल्ली, 18 फरवरी, 1985

(आयकर)

का. आ. 1099.—आयकर अधिनियम, 1961 (1961 का 43) की धारा 10 के खंड (23ग) के उपखंड (4) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए, केन्द्रीय सरकार, एतद्वारा, उक्त धारा के प्रयोजनार्थ, "इंस्टिट्यूट ऑफ रेल ट्रांसपोर्ट" को कर निर्धारण वर्ष 1982-83 से 1985-86 तक के अंतर्गत आने वाली अवधि के लिए अधिसूचित करती हैं।

[सं. 6160/फा. सं. 197/14/82-आ. क. (नि.-1)]

आर० के० तिवारी, अवर सचिव

New Delhi, the 18th February, 1985

(INCOME-TAX)

S.O. 1099.—In exercise of the powers conferred by sub-clause (iv) of clause (23C) of Section 10 of the Income-tax Act, 1961 (43 of 1961), the Central Government hereby notifies "Institute of Rail Transport" for the purpose of the said section for the period covered by the assessment years 1982-83 to 1985-86.

[No. 6160/F. No. 197/14/82-IT (AI)]

R. K. TEWARI, Under Secy.

नई दिल्ली, 13 दिसम्बर, 1984

(आय-कर)

का. आ. 1100.—आयकर अधिनियम, 1961 (1961 का 43) की धारा 10 की उपधारा (23ग) के खण्ड (4) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए केन्द्रीय सरकार, एतद्वारा, उक्त खण्ड के प्रयोजनार्थ, "वर्ल्ड वाइल्डलाइफ फंड इंडिया, बंबई" को कर निर्धारण-वर्ष 1985-86 से 1987-88 के अंतर्गत आने वाली अवधि के लिए अधिसूचित करती है।

[सं. 6071/फा. सं. 197 ए/209/82-आ. क. (नि.-1)]

पी. सक्सेना, उप-सचिव

New Delhi, the 13th December, 1984

(INCOME-TAX)

S.O. 1100.—In exercise of the powers conferred by Sub-clause (iv) of clause (23C) of Section 10 of the Income-tax Act, 1961 (43 of 1961), the Central Government hereby notifies "World Wildlife-Fund India, Bombay" for the purpose of the said section for the period covered by the assessment years 1985-86 to 1987-88.

[No. 6071/F. No. 197A/209/82-IT (AI)]

P. SAXENA, Dy. Secy.

नई दिल्ली, 4 जनवरी, 1985

आयकर

का. आ. 1101.—इस कार्यालय की दिनांक 14-4-83 की अधिसूचना संख्या 5/53 (फा. सं. 203/12/83-आ. क. नि. -11) के सिलसिले में, सर्वसाधारण की जानकारी के लिए एतद्वारा अधिसूचित किया जाता है कि विहित प्राधिकारी, अर्थात् विज्ञान और प्रौद्योगिकी विभाग, नई दिल्ली ने निम्नलिखित संस्था को आयकर नियम, 1962 के नियम 6 के साथ पठित आयकर अधिनियम, 1961 की धारा 35 की उपधारा (1) के खंड (ii) के प्रयोजनों के लिए "संगम" प्रवर्ग के अधीन निम्नलिखित शर्तों पर अनुमोदित किया है, अर्थात्:—

- (1) यह कि अनम साइंटिफिक एण्ड टेक्नोलॉजिकल एप्लाइड रिसर्च फाउंडेशन, कादियाम के लिए उसके द्वारा प्राप्त राशियों का पृथक लेखा रहेगा।
- (2) यह कि उक्त संगम अपने वैज्ञानिक अनुसंधान संबंधी क्रियाकलापों की वार्षिक विवरणी, विहित प्राधिकारी को प्रत्येक वित्तीय वर्ष के संबंध में प्रति वर्ष 30 अप्रैल, तक ऐसे प्ररूप में प्रस्तुत

करेगी जो इस प्रयोजन के लिए अधिकथित किया जाए और उसे सूचित किया जाए।

- (3) यह कि उक्त संगम अपनी कुल आय तथा व्यय दर्शाते हुए अपने संपरीक्षित वार्षिक लेखों की तथा अपनी परिसंपत्तियां, देनदारियां दर्शाते हुए तुलन-पत्र की एक-एक प्रति, प्रतिवर्ष 30 जून, तक विहित प्राधिकारी को प्रस्तुत करेगी तथा इन दस्तावेजों में से प्रत्येक की एक-एक प्रति संबंधित आयकर आयुक्त को भेजेगा।

संस्था

“अनम साइंटिफिक संस्था एण्ड टेक्नालोजिकल एप्लाइड रिसर्च फाउंडेशन, कादियाम”

यह अधिसूचना 1 अप्रैल, 1984 से 31 दिसम्बर, 1985 तक की अवधि के लिए प्रभावी है।

[सं. 6140/फा. सं. 203/40/84 आ. क. नि.-II]

New Delhi, the 4th January, 1985

INCOME-TAX

S.O. 1101.—In continuation of this Office Notification No. 5155 (F. No. 203/12/83-ITA. II) dated 14-4-1983, it is hereby notified for general information that the institution mentioned below has been approved by Department of Science & Technology, New Delhi, the Prescribed Authority for the purposes of clause (ii) of sub-section (1) of Section 35 of Income-tax Act, 1961 read with Rule 6 of the Income-tax Rules, 1962 under the category “Association” subject to the following conditions :—

- (i) That the Anam Scientific & Technological Applied Research Foundation, Kadiyam will maintain a separate account of the sums received by it for scientific research.
- (ii) That the said Association will furnish annual returns of its scientific research activities to the Prescribed Authority for every financial year in such forms as may be laid down and intimated to them for this purpose by 30th April each year.
- (iii) That the said Association will submit to the Prescribed Authority by 30th June each year a copy of their audited annual accounts showing their total income and expenditure and balance sheet showing its assets and liabilities with a copy of each of these documents to the concerned Commissioner of Income-tax.

INSTITUTION

“Anam Scientific & Technological Applied Research Foundation, Kadiyam”.

This notification is effective for a period from 1st April, 1984 to 31st December, 1985.

[No. 6140/F. No. 203/40/84-ITA. II]

का.आ. 1102.—इस कार्यालय की दिनांक 4-9-81 की अधिसूचना सं. 4207 (फा. सं. 203/50/81-आ. क. नि.-II) के मिलसिले में, सर्वसाधारण की जानकारी के लिए एतद्वारा अधिसूचित किया जाता है कि विहित प्राधिकारी, अर्थात् विज्ञान और प्रौद्योगिक विभाग, नई दिल्ली ने निम्नलिखित संस्था को आयकर नियम, 1962 के नियम 6 के साथ पठित आयकर अधिनियम, 1961 की धारा 35 की उपधारा (1) के खंड (ii) के प्रयोजनों के लिए

“संगम” प्रवर्ग के अधीन निम्नलिखित शर्तों पर अनुमोदित किया है; अर्थात् :—

- (1) यह कि वास्तुशिल्प फाउंडेशन फार स्टडीज एण्ड रिसर्च इन एन्वायरनमेंटल डिजाइन अहमदाबाद, वैज्ञानिक अनुसंधान के लिए उसके द्वारा प्राप्त राशियों का पृथक लेखा रहेगा।
- (2) यह कि उक्त फाउंडेशन अपने वैज्ञानिक अनुसंधान संबंधी क्रियाकलापों की वार्षिक विवरणी, विहित प्राधिकारी को प्रत्येक वित्तीय वर्ष के संबंध में प्रति वर्ष 30 अप्रैल, तक ऐसे प्ररूप में प्रस्तुत करेगा जो इस प्रयोजन के लिए अधिकथित किया जाए और उसे सूचित किया जाए।
- (3) यह कि उक्त फाउंडेशन अपनी कुल आय तथा व्यय दर्शाते हुए अपने संपरीक्षित वार्षिक लेखों की तथा अपनी परिसंपत्तियां, देनादारियां दर्शाते हुए तुलन-पत्र की एक-एक प्रति, वर्ष 30 जून तक विहित प्राधिकारी को प्रस्तुत करेगा तथा इन दस्तावेजों में से प्रत्येक की एक-एक प्रति संबंधित आयकर आयुक्त को भेजेगा।

संस्था

“वास्तुशिल्प फाउंडेशन फार स्टडीज एण्ड रिसर्च इन एन्वायरनमेंटल डिजाइन, अहमदाबाद”

यह अधिसूचना 1 जुलाई, 1984 से 30 जून 1986 तक की अवधि के लिए प्रभावी है।

[सं. 6142/फा. सं. 203/132/84-आ.क.नि. II]

S.O. 1102.—In continuation of this Office Notification No. 4207 (F. No. 203/50/81-ITA. II) dated 4-9-1981, it is hereby notified for general information that the Institution mentioned below has been approved by Department of Science & Technology, New Delhi, the Prescribed Authority for the purposes of clause (ii) of sub-section (1) of Section 35 of the Income-tax Act, 1961 read with Rule 6 of the Income-tax Rules, 1962 under the category “Institution” subject to the following conditions :—

- (i) That the Vastu Shilpa Foundation for Studies and Research in Environmental Design, Ahmedabad will maintain a separate account of the sums received by it for scientific research.
- (ii) That the said Foundation will furnish annual returns of its scientific research activities to the Prescribed Authority for every financial year in such forms as may be laid down and intimated to them for this purpose by 30th April each year.
- (iii) That the said Foundation will submit to the Prescribed Authority by 30th June each year a copy of their annual audited accounts showing their total income and expenditure and balance sheet showing its assets and liabilities with a copy of each of these documents to the concerned Commissioner of Income-tax.

INSTITUTION

“Vastu Shilpa Foundation for Studies and Research in Environmental Design, Ahmedabad”.

This notification is effective for a period from 7th July, 1984 to 30th June, 1986.

[No. 6142/F. No. 203/132/84-ITA II]

का.आ. 1103.—इस कार्यालय की दिनांक 27-4-82 की अधिसूचना संख्या 4590(फा. सं. 203/242/80 आ. क. नि.-II) के सिलसिले में, सर्वसाधारण की जानकारी के लिए एतद्वारा अधिसूचित किया जाता है कि विहित प्राधिकारी, अर्थात् विज्ञान और प्रौद्योगिकी विभाग, नई दिल्ली ने निम्नलिखित संस्था को आयकर नियम, 1962 के नियम 6 के साथ पठित आयकर अधिनियम, 1961 की धारा 35 की उपधारा (i) के खंड (ii) के प्रयोजनों के लिए "संगम" प्रवर्ग के अधीन निम्नलिखित शर्तों पर अनुमोदित किया है, अर्थात् :—

- (1) यह कि नेशनल सेंटर फार दी परफार्मिंग आर्ट्स, बम्बई के लिए वैज्ञानिक अनुसंधान हेतु उसके द्वारा प्राप्त राशियों का पृथक लेखा रहेगा।
- (2) यह कि उक्त सेंटर अपने वैज्ञानिक अनुसंधान संबंधी क्रियाकलापों की वार्षिक विवरणी, विहित प्राधिकारी को प्रत्येक वित्तीय वर्ष के संबंध में प्रति वर्ष 30 अप्रैल, तक ऐसे प्ररूप में प्रस्तुत करेगी जो इस प्रयोजन के लिए अधिकथित किया जाए और उसे सूचित किया जाए।
- (3) यह कि उक्त सेंटर अपनी कुल आय तथा व्यय दर्शाते हुए अपने संपरीक्षित वार्षिक लेखों की तथा अपनी परिसंपत्तियां, देनदारियां दर्शाते हुए तुलन-पत्र की एक-एक प्रति, प्रतिवर्ष 30 जून, तक विहित प्राधिकारी को प्रस्तुत करेगी तथा इन दस्तावेजों में से प्रत्येक की एक-एक प्रति संबंधित आयकर आयुक्त को भेजेगा।

संस्था

"नेशनल सेंटर फार दी परफार्मिंग आर्ट्स, बम्बई।"

यह अधिसूचना 1 अप्रैल, 1984 से 31 दिसम्बर, 1984 तक 9 महीने की अवधि के लिए प्रभावी है।

[सं. 6143/फा. सं. 203/212/84-आ.क.नि. II]

S.O. 1103.—In continuation of this Office Notification No. 4590 (F. No. 203/242/80-ITA. II) dated 27-4-1982 it is hereby notified for general information that the Institution mentioned below has been approved by Department of Science and Technology, New Delhi, the Prescribed Authority for the purposes of clause (ii) of sub-section (1) of Section 35 of the Income-tax Act, 1961 read with Rule 6 of the Income-tax Rules, 1962 under the category "Association" subject to the following conditions :—

- (i) That the National Centre for the Performing Arts, Bombay will maintain a separate account of the sums received by it for scientific research.
- (ii) That the said Centre will furnish Annual Returns of its scientific research activities to the Prescribed Authority for every financial year in such forms as may be laid down and intimated to them for this purpose by 30th April each year.
- (iii) That the said Centre will submit to the Prescribed Authority by 30th June each year a copy of their

audited annual accounts showing their total income and expenditure and balance sheet showing its assets liabilities with a copy of each of these documents to the concerned Commissioner of Income-tax.

INSTITUTION

"National Centre for the Performing Arts, Bombay".

This notification is effective for a period of 9 months from 1st April, 1984 to 31st December, 1984.

[No. 6143/F. No. 203/212/84-ITA. II]

का. आ. 1104.—सर्वसाधारण की जानकारी के लिए एतद्वारा अधिसूचित किया जाता है कि विहित प्राधिकारी अर्थात् विज्ञान और प्रौद्योगिकी विभाग, नई दिल्ली ने निम्नलिखित संस्था को आयकर नियम 1962 के नियम 6 के साथ पठित आयकर अधिनियम, 1961 की धारा 35 की उपधारा (i) के खंड (ii) के प्रयोजनों के लिए "संगम" प्रवर्ग के अधीन निम्नलिखित शर्तों पर अनुमोदित है, अर्थात् :—

- (1) यह कि भारतीय प्रशासनिक अधिकारी, महाविद्यालय, हैदराबाद, वैज्ञानिक अनुसंधान के लिए उसके द्वारा प्राप्त राशियों का पृथक लेखा रहेगा।
- (2) यह कि उक्त इंस्टिट्यूट अपने वैज्ञानिक संबंधी क्रियाकलापों की वार्षिक विवरणी, विहित प्राधिकारी को प्रत्येक वित्तीय वर्ष के संबंध में प्रति वर्ष 30 अप्रैल, तक ऐसे प्ररूप में प्रस्तुत करेगी जो इस प्रयोजन के लिए अधिकथित किया जाए और उसे सूचित किया जाए।
- (3) यह कि उक्त इंस्टिट्यूट अपनी कुल आय तथा व्यय दर्शाते हुए अपने संपरीक्षित वार्षिक लेखों की तथा अपनी परिसंपत्तियां, देनदारियां दर्शाते हुए तुलन-पत्र की एक-एक प्रति, प्रतिवर्ष 30 जून, तक विहित प्राधिकारी को प्रस्तुत करेगी तथा इन दस्तावेजों में से प्रत्येक की एक-एक प्रति संबंधित आयकर आयुक्त को भेजेगा।

संस्था

"भारतीय प्रशासनिक अधिकारी महाविद्यालय, हैदराबाद।"

यह अधिसूचना 20 नवम्बर, 1984 से 31 मार्च, 1987 तक की अवधि के लिए प्रभावी है।

[सं. 6144 (फा. सं. 203/109/84-आ. क. नि.-II)]

S.O. 1104.—It is hereby notified for general information that the Institution mentioned below has been approved by Department of Science & Technology, New Delhi, the Prescribed Authority for the purposes of clause (iii) of sub-section (1) of Section 35 of the Income-tax Act, 1961 read with Rules, 6 of the Income-tax Rules, 1962 under the category "Institution" subject to the following conditions :—

- (i) That the Administrative Staff College of India, Hyderabad will maintain a separate account of the sums received by it for scientific research.
- (ii) That the said Institute will furnish Annual Returns of its scientific research activities to the Prescribed Authority for every financial year in such forms as may be laid down and intimated to them for this purpose by 30th April each year.

- (iii) That the said Institute will submit to the Prescribed Authority by 30th June each year a copy of their audited annual accounts showing their total income and expenditure and balance sheet showing its assets and liabilities with a copy of each of these documents to the concerned Commissioner of Income-tax.

INSTITUTION

"Administrative Staff College of India, Hyderabad".

This notification is effective for a period from 29th November, 1984 to 31st March, 1987.

[No. 6144 (F. No. 203/109/84-ITA. II)]

का. आ. 1105—सर्वसाधारण की जानकारी के लिए एतद्वारा अधिसूचित किया जाता है कि विहित प्राधिकारी अर्थात् विज्ञान और प्रौद्योगिकी विभाग, नई दिल्ली ने निम्नलिखित संस्था को आयकर नियम, 1962 के नियम 6 के साथ पठित आयकर अधिनियम, 1961 की धारा 35 की उपधारा (1) के खंड (ii) के प्रयोजनों के लिए "संगम" प्रवर्ग के अधीन निम्नलिखित शर्तों पर अनुमोदित किया है, अर्थात्:—

- (1) यह कि मैसूर विश्वविद्यालय, मैसूर, वैज्ञानिक अनुसंधान के लिए उसके द्वारा प्राप्त राशियों का पृथक् लेखा रहेगा।
- (2) यह कि उक्त विश्वविद्यालय अपने वैज्ञानिक अनुसंधान संबंधी क्रियाकलापों की वार्षिक विवरणी, विहित प्राधिकारी को प्रत्येक वित्तीय वर्ष के संबंध में प्रति वर्ष 30 अप्रैल, तक ऐसे प्रारूप में प्रस्तुत करेगी जो इस प्रयोजन के लिए अधिकृत किया जाए और उसे सूचित किया जाए।
- (3) यह कि उक्त विश्वविद्यालय अपनी कुल आय तथा व्यय दर्शाते हुए अपने संपरीक्षित वार्षिक लेखों की तथा अपनी परिसंपत्तियां, देनदारियां दर्शाते हुए तुलन पत्र की एक-एक प्रति, प्रतिवर्ष 30 जून, तक विहित प्राधिकारी को प्रस्तुत करेगी तथा इन दस्तावेजों में से प्रत्येक की एक-एक प्रति संबंधित आयकर आयुक्त को भेजेगा।

संस्था

मैसूर विश्वविद्यालय, मैसूर

यह अधिसूचना 7 सितम्बर, 1984 से 31 मार्च, 1987 तक की अवधि के लिए प्रभावी है।

[सं. 6164 (फा. सं. 203/60/85 आ. क. नि.-II)]

S.O. 1105.—It is hereby notified for general information that the Institution mentioned below has been approved by Department of Science & Technology, New Delhi, the Prescribed Authority for the purposes of clause (ii) of sub-section (1) of Section 35 of the Income-tax Act, 1961 read with Rule 6 of the Income-tax Rules, 1962 under the category "University" subject to the following conditions:—

- (i) That the University of Mysore, Mysore will maintain a separate account of the sums received by it for scientific research.

- (ii) That the said University will furnish annual returns of its scientific research activities to the Prescribed Authority for every financial year in such forms as may be laid down and intimated to them for this purpose by 30th April each year.

- (ii) That the said University will submit to the Prescribed Authority by 30th June each year a copy of their audited annual accounts showing their total income and expenditure and balance sheet showing its assets and liabilities with a copy of each of these documents to the concerned Commissioner of Income-tax.

INSTITUTION

"University of Mysore, Mysore".

This notification is effective for a period from 7th September, 1984 to 31st March, 1987.

[No. 6146 (F. No. 203/60/83-ITA. II)]

का. आ. 1106—इस कार्यालय की दिनांक 19 अप्रैल, 1980 की अधिसूचना संख्या 3250 (फा. सं. 203/161/79-आ. क. नि.-II) के मिलसिले में, सर्वसाधारण की जानकारी के लिए एतद्वारा अधिसूचित किया जाता है कि विहित प्राधिकारी, अर्थात् विज्ञान और प्रौद्योगिकी विभाग, नई दिल्ली ने निम्नलिखित संस्था को आयकर नियम 1962 के नियम 6 के साथ पठित आयकर अधिनियम, 1961 की धारा 35 की उपधारा (1) के खंड (ii) के प्रयोजनों के लिए "संगम" प्रवर्ग के अधीन निम्नलिखित शर्तों पर अनुमोदित किया है, अर्थात्:—

- (1) यह कि फोर्बिस रिसर्च सेंटर, नई दिल्ली के लिए उसके द्वारा प्राप्त राशियों का पृथक् लेखा रहेगा।
- (2) यह कि उक्त संगम अपने वैज्ञानिक अनुसंधान, संबंधी क्रियाकलापों की वार्षिक विवरणी, विहित प्राधिकारी को प्रत्येक वित्तीय वर्ष के संबंध में प्रति वर्ष 30 अप्रैल, तक ऐसे प्रारूप में प्रस्तुत करेगी जो इस प्रयोजन के लिए अधिकृत किया जाए और उसे सूचित किया जाए।
- (3) यह कि उक्त संगम अपनी कुल आय तथा व्यय दर्शाते हुए अपने संपरीक्षित वार्षिक लेखों की तथा अपनी परिसंपत्तियां, देनदारियां दर्शाते हुए तुलन-पत्र की एक-एक प्रति, प्रतिवर्ष 30 जून, तक विहित प्राधिकारी को प्रस्तुत करेगी तथा इन दस्तावेजों में से प्रत्येक की एक-एक प्रति संबंधित आयकर आयुक्त को भेजेगा।

संस्था

"फोर्बिस रिसर्च सेंटर, नई दिल्ली।"

यह अधिसूचना 9 नवम्बर, 1982 से 30 सितम्बर, 1985 तक की अवधि के लिए प्रभावी है।

[सं. 6147 (फा. सं. 203/215/82-आ. क. नि.-II)]

S.O. 1105.—In continuation of the Office Notification No. 3250 (F. No. 203/161/79-ITA. II) dated 19-4-1980, it is hereby notified for general information that the institution mentioned below has been approved by Department of Science & Technology, New Delhi, the Prescribed Authority for the purposes of clause (ii) of sub-section (1) of Section 35 of the Income-tax Act, 1961 read with Rule 6 of the

income-tax Rules, 1962 under the category "Association" subject to the following conditions :—

- (i) That the Forbes Research Centre, New Delhi will maintain a separate account of the sums received by it for scientific research.
- (ii) That the said Association will furnish annual returns of its scientific research activities to the Prescribed Authority for every financial year in such forms as may be laid down and intimated to them for this purpose by 30th April each year.
- (iii) That the said Association will submit to the Prescribed Authority by 30th June each year a copy of their audited annual accounts showing their total income and expenditure and balance sheet showing its assets and liabilities with a copy of each of these documents to the concerned Commissioner of Income-tax.

INSTITUTION

'Forbes Research Centre, New Delhi'.

This notification is effective for a period from 9th November, 1982 to 30th September, 1985.

[No. 6147 (F. No. 203/215/82-ITA. II)]

नई दिल्ली, 14 जनवरी, 1985

का.आ. 1107.—इस कार्यालय की दिनांक 27-4-1982 की अधिसूचना सं. 4589 (फा. सं. 203/88/82-आ. क. नि.-II) के सिलसिले में, सर्वसाधारण की जानकारी के लिए एतद्वारा अधिसूचित किया जाता है कि विहित प्राधिकारी, अर्थात् विज्ञान और प्रौद्योगिकी विभाग, नई दिल्ली ने निम्नलिखित संस्था को आयकर नियम 1962 के नियम 6 के साथ पठित आयकर अधिनियम, 1961 की धारा 35 की उपधारा (1) के खंड (ii) के प्रयोजनों के लिए "संगम" प्रवर्ग के अधीन निम्नलिखित शर्तों पर अनुमोदित किया है। अर्थात् :—

- (1) यह कि कान्वेस्ट जैन क्लिनिक ग्रुप आफ हॉस्पिटल्स मैडिकल रिसर्च सोसाइटी, बम्बई वैज्ञानिक अनुसंधान के लिए उसके द्वारा प्राप्त राशियों का पथक लेखा रखेगा।
- (2) यह कि उक्त संगम अपने वैज्ञानिक अनुसंधान संबंधी क्रियाकलापों की वार्षिक वितरण, विहित प्राधिकारी को प्रत्येक वित्तीय वर्ष के संबंध में प्रति वर्ष 30 अप्रैल, तक ऐसे प्रथम में प्रस्तुत करेगा जो इस प्रयोजन के लिए अधिकृत किया जाए और उसे सुचित किया जाए।
- (3) यह कि उक्त संगम अपनी कुल आय तथा व्यय दर्शाते हुए अपने संपरीक्षित वार्षिक लेखों की तथा अपनी परिपत्तियां, देनदारियां दर्शाते हुए तुलन-पत्र की एक-एक प्रति, प्रति वर्ष 30 जून, तक विहित प्राधिकारी को प्रस्तुत करेगा तथा इन दस्तावेजों में से प्रत्येक की एक-एक प्रति संबंधित आयकर अधिकारी को भेजेगा।

संस्था

कान्वेस्ट जैन क्लिनिक ग्रुप आफ हॉस्पिटल्स मैडिकल रिसर्च सोसाइटी, बम्बई

यह अधिसूचना 31-3-1984 से 31-3-1985 तक की अवधि के लिए प्रभावी है।

[सं. 6108 (फा. सं. 203/217/83-आ. क. नि.-II)]

गिरिश दत्त, अवसर सचिव

New Delhi, the 14th January, 1985

INCOME-TAX

S.O. 1107.—In continuation of this Office Notification No. 4589 (F. No. 203/88/82-ITA. II) dated 27-4-1982 it is hereby notified for general information that the institution mentioned below has been approved by Department of Science & Technology, New Delhi, the Prescribed Authority for the purposes of clause (ii) of sub-section (1) of Section 35 of the Income-tax Act, 1961 read with Rule 6 of the Income-tax Rules, 1962 under the category "Association" subject to the following conditions :—

- (i) That the Conwest Jain Clinic Group of Hospitals Medical Research Society, Bombay will maintain a separate account of the sums received by it for scientific research.
- (ii) That the said Association will furnish annual returns of its scientific research activities to the Prescribed Authority for every financial year in such forms as may be laid down and intimated to them for this purpose by 30th April each year.
- (iii) That the said Association will submit to the Prescribed authority by 30th June each year a copy of their audited annual accounts showing their total income and expenditure and balance sheet showing its assets and liabilities with a copy of each of these documents to the concerned Commissioner of income-tax.

INSTITUTION

"Conwest Jain Clinic Group of Hospital Medical Research Society, Bombay".

This notification is effective for a period from 31-3-84 to 31-3-85.

[No. 6108 (F. No. 203/217/83-ITA. II)]

GIRISH DAVE, Under Secy.

शुद्धि-पत्र

आयकर

का.आ. 1108.—मार्बजलिक सूचना के लिए एतद्वारा अधिसूचित किया जाता है कि विन मंत्रालय (राजस्व विभाग) की अधिसूचना सं. 6108 (फा. सं. 203/217/83-आ. क. नि. II) दिनांक 14-1-85 में दिये गये संस्था के नाम "कान्वेस्ट जैन क्लिनिक ग्रुप आफ हॉस्पिटल मैडिकल रिसर्च सोसाइटी बम्बई" के स्थान पर "कान्वेस्ट जैन मैडिकल रिसर्च सोसाइटी, बम्बई" पढ़िये।

[सं. 6151 (फा. सं. 203/217/83-आ. क. नि.-II)]

CORRIGENDUM

INCOME-TAX

S.O. 1108.—It is hereby notified for general information that name of the Institution mentioned in Ministry of Finance (Department of Revenue) Notification No. 6108 (F. No. 203/217/83-ITA. II) dated 14-1-1985 be read "Conwest Jain Medical Research Society, Bombay" for "Conwest Jain Clinic Group of Hospital Medical Research Society, Bombay".

[No. 6151 (F. No. 203/217/83-ITA. II)]

(आर्थिक कार्य विभाग)

(बैंकिंग प्रभाग)

नई दिल्ली, 28 फरवरी, 1985

का. आ. 1109.—प्रादेशिक ग्रामीण बैंक अधिनियम 1976 (1976 का 21) की धारा 4 की उपधारा (1) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए केन्द्रीय सरकार एतद्वारा भारत सरकार के तत्कालीन राजस्व और बैंकिंग विभाग (बैंकिंग विंग) की दिनांक 4 जून, 1977 की अधिसूचना सं. का. आ. 383 (ई) में निम्नलिखित संशोधन करती है, अर्थात्,

उक्त अधिसूचना में "हरदोई को उस स्थान के रूप में निर्धारित करती है, जहाँ पर हरदोई-उन्नाव ग्रामीण बैंक का मुख्य कार्यालय होगा" शब्दों के स्थान पर "लखनऊ को उस स्थान के रूप में निर्धारित करती है जहाँ पर हरदोई-उन्नाव ग्रामीण बैंक का मुख्य कार्यालय होगा" गड़ रद्द जाये।

[सं. एफ. 1/27/84-आर. आर. बी.]
च. वा. मीरचन्दानी, निदेशक

(Department of Economic Affairs)

(Banking Division)

New Delhi, the 28th February, 1985

S.O. 1109.—In exercise of powers conferred by sub-section (1) of section 4 of the Regional Rural Banks Act, 1976 (21 of 1976) the Central Government hereby makes the following amendment in the notification of the Government of India in the erstwhile Department of Revenue and Banking (Banking Wing) No. S.O. 383(E), dated the 4th June, 1977 namely :—

In the said notification for the words "specifies Hardoi as the place where Hardoi-Unnao Gramin Bank shall have its head office", the words "specifies Lucknow as the place where Hardoi-Unnao Gramin Bank shall have its Head Office" shall be substituted.

[No. F. 1-27/84-RRB]
C. W. MIRCHANDANI, Director

नई दिल्ली, 4 मार्च, 1985

का. आ. 1110.—बैंककारी विनियमन अधिनियम, 1949 (1949 का 10) की धारा 53 द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए केन्द्रीय सरकार, भारतीय रिजर्व बैंक की सिफारिश पर, एतद्वारा यह घोषणा करती है कि उक्त अधिनियम की तृतीय अनुसूची में फार्म "क" के साथ संलग्न टिप्पणी (च.) के उपबन्ध निम्नलिखित बैंकों पर, जहाँ तक उनका सम्बन्ध 31 दिसम्बर, 1984 को उनके तुलनपत्रों से है, लागू नहीं होंगे :

1. पंजाब नेशनल बैंक
2. यूनियन बैंक ऑफ इंडिया
3. स्टेट बैंक आफ मैसूर
4. इलाहाबाद बैंक
5. ओरियंटल बैंक आफ कामर्स

6. इंडियन बैंक

7. देना बैंक

8. सिंडिकेट बैंक

9. दि बैंक आफ राजस्थान लिमिटेड

10. दि बनारस स्टेट बैंक लि.

11. दि बैंक आफ ओमान लिमिटेड

12. दि यूनाइटेड वेस्टर्न बैंक लिमिटेड

13. दि साउथ इंडियन बैंक

[संख्या 15/1/85-बी. ओ. III]

एम. के. एम. कुट्टि, अवर सचिव

New Delhi, the 4th March, 1985

S.O. 1110.—In exercise of the powers conferred by section 53 of the Banking Regulation Act, 1949 (10 of 1949) the Central Government, on the recommendations of the Reserve Bank of India, hereby declares that the provisions of Note (f) appended to the form 'A' in the Third Schedule to the said Act shall not apply to the following banks, viz :—

1. Punjab National Bank
2. Union Bank of India
3. State Bank of Mysore
4. Allahabad Bank
5. Oriental Bank of Commerce
6. Indian Bank
7. Dena Bank
8. Syndicate Bank
9. The Bank of Rajasthan Ltd.,
10. The Benaras State Bank Ltd.,
11. The Bank of Oman Ltd
12. The United Western Bank Ltd.,
13. The South Indian Bank Ltd.,

In respect of their balance sheet as at the 31st December, 1984.

[No. 15/1/85-B.O. III]

M. K. M. KUTTY, Under Secy.

केन्द्रीय प्रत्यक्ष कर बोर्ड

नई दिल्ली, 11 फरवरी, 1985

शुद्धि-पत्र

आयकर

का. आ 1111.—बोर्ड की दिनांक 14-9-1984 की अधिसूचना सं. 5987 (फा. सं. 261/10/84-आ.क.न्या.) में आयकर आयुक्त (अपील); एर्णाकुलम के क्षेत्राधिकार के सामने स्वम्भ (2) के नीचे मद सं. 9 के स्थान पर "9. निरीक्षी सहायक आयकर आयुक्त, कर-निर्धारण रेंज, कोचीन।"

[सं. 6152 (फा. सं. 261/10/84-आ.क. न्या.)]

INCOME-TAX
CENTRAL BOARD OF DIRECT TAXES

New Delhi, the 11th February, 1985

CORRIGENDUM

Income-tax

S.O. 11.—In Notification No. 5987 (F. No. 261/10/84-ITJ) dated 14-9-84, under column (2) against the jurisdiction of Commissioner of Income-tax (Appeals), Ernakulam Item No. 9 shall be read as "9 IAC of ITI, Asstt. Range, Cochin".

[No. 6152 (F. No. 261/10/84-ITJ)]

का.आ. 1112.—आयकर अधिनियम, 1961 (1961 का 43) की धारा 122 की उप-धारा (1) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए इस संबंध में इसे समर्थ बनाने वाली अन्य सभी शक्तियों का प्रयोग करते हुए, केन्द्रीय प्रत्यक्ष कर बोर्ड एतद्वारा निदेश देता है कि बोर्ड की दिनांक 28-3-1984 की अधिसूचना सं. 5728 (फा. सं. 261/2/84-आ. क. न्या.) में निम्नलिखित संशोधन किया जाए :

- (1) उक्त अधिसूचना से संलग्न अनुसूची में अपीलीय सहायक आयुक्त, इलाहाबाद रेंज "बी", इलाहाबाद के क्षेत्राधिकार के सामने स्तम्भ 3 के नीचे मद सं. (1) को निम्नानुसार प्रतिस्थापित किया जाएगा :

"(i) विशेष जांच परिमंडल, इलाहाबाद।"

- (2) उक्त अनुसूची में अपीलीय सहायक आयुक्तों, इलाहाबाद, रेंज "सी", इलाहाबाद के क्षेत्राधिकार के सामने स्तम्भ (3) के नीचे मद सं. (2) को निम्नानुसार प्रतिस्थापित किया जाएगा :

"(ii) फैजाबाद परिमंडल के 'ए' और 'डी' वर्डें।"

यह अधिसूचना 1-2-1985 से लागू होगी।

[सं. 6153 (फा. सं. 261/2/85-आ. क. न्या.)]

कल्याण चन्द, अवसर सचिव,
केन्द्रीय प्रत्यक्ष कर बोर्ड।

S.O. 1112—In exercise of the powers conferred by sub-section (1) of Section 122 of the Income-tax Act, 1961 (43 of 1961) and all other powers enabling it in this behalf the Central Board of Direct Taxes hereby directs that the following amendment be made in Boards' Notification No. 5728 (F. No. 261/2/84-ITJ) dt. 28-3-84.

- (1) In the Schedule appended to the said notification under column 3 against the jurisdiction of AAC, Allahabad Range 'B' Allahabad Item No. (1) shall be substituted as follows :

"(i) Spl. Inv. Circle, Allahabad".

- (2) In the said schedule under column (3) against the jurisdiction of AAC, Allahabad Range 'C' Allahabad Item No. (2) shall be substituted as follows :

"(ii) A and B wards of Faizabad Circle".

This notification shall take effect from 1-2-85.

[No. 6153 (F. No. 261/2/85-ITJ)]
KALYAN CHAND, Under Secy.
Central Board of Direct Taxes

वाणिज्य एवं पूति मंत्रालय

(मुख्य नियंत्रक, आयात-निर्यात का कार्यालय)

नई दिल्ली, 1 मार्च, 1985

आवेदक.

का. आ. 1113.—मैसर्स सुभाष सिल्क मिल्स प्राइवेट लि., कुरसा अंधेरी रोड, साकीनाका, बम्बई-400072 को स्वतन्त्र विदेशी मुद्रा के अधीन 1 उच्च दक्षता (सुपर स्पीड)

1647 G of I/84—2

वाली बेनिनगर सेक्शनल रैपिंग मशीन (विनिर्माण का वर्ष 1976)-1 नग 2 स्विचवीटर (सुपर स्पीड) केक पीएन हाई प्रीसीजन कोन वाइन्डर्स (विनिर्माण का वर्ष 1975)—4 नग, (3) बरमैंग टू फार वन टिक्स्टर (सुपर स्पीड) जो फिलामेन्ट यार्न डी. डी. 39 ई. 6 संसाधन के लिए उपयुक्त हो (विनिर्माण का वर्ष 1978)—2 नग, (पुरानी टैक्स-टाइल मशीनरी) के आयात करने के लिए 9,03,300/- रुपये (पौंड 57,480) (नौ लाख तीन हजार और तीन सौ रुपये केवल) के लिए एक आयात लाइसेंस सं. पी./सी. जी./2090273/सी./एक्स./37एच./83/सी. जी.-1, दिनांक 25-8-1983 दिया गया था।

फर्म ने ऊपर उल्लिखित लाइसेंस की सीमा-शुल्क प्रयोजन प्रति की अनुलिपि प्रति जारी करने के लिए इस आधार पर आवेदन किया है कि उक्त लाइसेंस की मूल सीमा-शुल्क प्रयोजन प्रति खो गई अथवा अस्थानस्थ हो गई है। आगे यह भी बताया गया है कि लाइसेंस की सीमा-शुल्क प्रयोजन प्रति सीमा-शुल्क प्राधिकारी के पास पंजीकृत करायी गयी थी और इस प्रकार सीमा-शुल्क प्रयोजन प्रति का मूल्य आंशिक रूप में उपयोग में लाया गया है।

2. लाइसेंसधारी ने अपने तर्क की समर्थन में नोटरी पब्लिक, बम्बई के सम्मुख विधिवत् शपथ लेते हुए स्टैम्प पेपर पर एक शपथ-पत्र दाखिल किया है। तदनुसार, मैं संतुष्ट हूँ कि फर्म से आयात लाइसेंस सं. पी./सी./जी./2090273, दिनांक 25-8-1983 की मूल सीमा-शुल्क प्रयोजन प्रति खो गई है अथवा अस्थानस्थ हो गई है। यथा संशोधित आयात (नियंत्रण) आदेश, 1955 दिनांक 7-12-1955 को उप-कंडिका 9(सीसी) के अन्तर्गत प्रदत्त अधिकारी का प्रयोग करते हुए मैसर्स सुभाष सिल्क मिल्स प्राइवेट लि., बम्बई को जारी की गई मूल सीमा-शुल्क प्रयोजन प्रति सं. पी./सी./जी./2090273, दिनांक 25-8-1983 एतद्वारा रद्द की जाती है।

3. उक्त लाइसेंस की 1,10,993/- रुपये के लिए सीमा-शुल्क प्रयोजन प्रति की एक अनुलिपि प्रति पार्टी को अलग से जारी की जा रही है।

[फाइल नं. 225/23/83/सी. जी.-1/962]

पाल बैंक, उप-मुख्य नियंत्रक, आयात-निर्यात
कृते मुख्य नियंत्रक

MINISTRY OF COMMERCE

(Office of the Chief Controller of Imports and Exports)

New Delhi, the 1st March, 1985

ORDER

S.O. 1113.—M/s. Subash Silk Mills Pvt Ltd., Kurla An-dheri Road, Sakinaka, Bombay-40072 were grant in Im-port Licence No. P/CG/2090273/C/XX/37/H/83/G/CG. I dated 25-8-1983 for Rs. 9,03,300/- (₹ 57,480) (Rupees Nine Lakhs Three Thousands and Three Hundred only) for im-port of 1. High Efficiency (Super Speed) Bar-mier Sec-tional Warping Machine/ (Year of Manufacture 1976)-1 No.

2. Schweiter (Super Speed) kek pn high Precision Cone winders. (Year of Manufacture 1975)-4 Nos. 3. Barmag Two for one twistors (Super Speed) suitable for processing filament yarn DD 39 E6. (Year of Manufacture 1978-2 No. (2nd Hand Textile Machinery) under Free Foreign Exchange.

The firm has applied for issued of Duplicate Copy of Customs Purposes Copy of the above mentioned Licence on the ground that the original Customs Purposes Copy of the Licence has been lost or misplaced. It has further been stated that the Customs Purposes Copy of the licence was registered with the Customs Authority and as such the value of Customs Purposes Copy has been utilised partly.

2. In support of their contention, the licences has filed an affidavit on stamped paper duly sworn in before a Notary Public, Bombay. I am accordingly satisfied that the original Customs purposes copy of Import Licence No. P/CG/2090273 dated 25-8-1983 has been lost or misplaced by the firm. In exercise of the powers conferred under sub clause 9(cc) of the the Import (Control) Order, 1955 dated 7-12-1955 as amended the said original Customs Purposes Copy No. P/CG/2090273 dated 25-8-1983 issued to M/s. Subhash Silk Mills Pvt. Ltd, Bombay is hereby cancelled.

3. A duplicate Customs Purposes Copy of the said Licence is being issued to the party separately for Rs. 1,10,993/-.

[F. No. 225/23/83/CG. 1/962]

PAUL BECK, Dy. Chief Controller of Imp. and Exp.
for Chief Controller of Imports and Exports

(संयुक्त मुख्य नियंत्रक आयात-निर्यात का कार्यालय)

(केन्द्रीय लाइसेंस क्षेत्र)

नई दिल्ली, 23 नवम्बर, 1984

निरस्त आदेश

का. आ. 114.—सर्वश्री सिग्मा रबर प्राइवेट लिमिटेड, ए-63/3, जी. टी. कर्नाल रोड, इन्डस्ट्रियल एरिया देहली को एक अधिम लाइसेंस सं. पी./एल./3078235/सी./एक्स.-एक्स./91 डी/84 दिनांक 18-7-84 बास्ते रु. 9,61,408, (1) स्टील सी.आर./एच.आर./जीपी./एम.एस./सीट्स/प्लेट्स कटिंग/कायनस/डिफेक्टिव/कोटड अन कोटेड/वेरियस गेज डीप एण्ड एक्स्ट्रा डीप ड्राइंग 98.576मीटर 4,17,392/रु. के बास्ते (2) रबर, नैचुरल वैरियस ग्रेड्स-16.923 मीटर 2,36,922/रु. के बास्ते, (3) कार्बन ब्लैक वैरियस ग्रेड्स—11.085 मीटर 71,524 रु. के बास्ते (4) रबर कैमिकल्स विज एच. बी. एस./डी. पी. सी./सी. आई. रेसिन/एम. बी. टी./टी. एम. टी./एम. बी. टी. एस./प्रिसिपेटेड सिलिका (5) बॉन्डिंग एजेंट्स कैमलोक/कैमोसिल डेसमोडर/वेरियस टाइप्स एण्ड ग्रेड्स (6) पेंट लैकर-वेरियस टाइप्स ग्रेड्स—0.302 मीटर बास्ते रु. 10,570 (7) सिलिकान इमूलशियन वैरियस ग्रेड्स के आयात के लिये जारी किया गया था।

आवेदक फर्म ने यह सूचित किया है कि उक्त अधिम लाइसेंस की दोनों कॉपियां एवं इससे सम्बन्धित डी. ई. ई. सी. बुक सं. 010777—10778 (बम्बई) कस्टम प्राधिकारी, बम्बई के पास पंजीकृत कराने एवं बिना उपयोग किए ही आग से नष्ट हो गई हैं। लाइसेंस 9,61,408 रु.

के लिये जारी किया गया था एवं डूप्लीकेट कस्टम कापी एवं एक्सचेंज कंट्रोल कापी 9,61,408 रु. के लिये चाहिये।

आवेदक फर्म ने इस कथन के समर्थन में अब एक शपथ-पत्र आयात-निर्यात की कार्यविधि पुस्तिका 1984-85 के पैरा 352-354 के अन्तर्गत प्रस्तुत किया है।

मैं सन्तुष्ट हूँ कि उक्त आयात लाइसेंस की मूल कस्टम एवं एक्सचेंज कापी एवं इसमें सम्बन्धित डी. ई. ई. सी. किताबें आग से नष्ट हो गई हैं।

अतः आयात-व्यापार नियंत्रण आदेश 1955 दिनांक 7-12-55 (यथा संशोधित) की धारा 9 (डी) में प्रदत्त अधिकारों का प्रयोग करते हुए मैं उपरोक्त लाइसेंस सं. पी. एल. 3078235 दिनांक 18-7-84 की मूल कस्टम एवं एक्सचेंज कापी को निरस्त करने का आदेश देता हूँ।

आवेदक की प्रार्थना पर अब आयात-निर्यात की कार्य-विधि-पुस्तिका 1984-85 के पैरा 352-354 के अनुसार उक्त लाइसेंस सं. पी. एल. 3078235 दिनांक 18-7-84 की कस्टम एवं एक्सचेंज कापी की अनुलिपि (डूप्लीकेट) कापी जारी करने पर विचार किया जायेगा।

[सं. एडीवी लाइसेंस/यूडी.ईएस/80/ए.एम-84/
ए.एल.एस. II/सी.एल.ए./1888]

एस. एल. चौहान, उप मुख्य नियंत्रक, आयात-निर्यात
कृते संयुक्त मुख्य नियंत्रक आयात-निर्यात

(Office of the Joint Chief Controller of Imports & Exports)
(Central Licensing Area)

New Delhi, the 23rd November, 1984

* CANCELLATION ORDER

S.O. 1114.—M/s. Sigma Ruber Pvt. Ltd., A-63/3, G. T. Karnal Road, Industrial Area, Delhi was granted an Advance Licence No. P/L/3078235/C/XX/91/D/84 dated 18-7-84 for Rs. 9,61,408 for import of (1)/Steel; CR/ HR/ GP/MS/Sheets/Plates cutting/Coils/Defective/Quoted unquoted, Various Gauge/Deep and Extra Deep drawing 98.576MT for Rs. 4,17,392, (2) Rubber; Natural various Grades—16.923 MT, for Rs. 2,36,922 (3) Carbon Black various grades—11.085MT for Rs. 71,524, (4) Rubber Chemical viz. HBS/DPC/CI Resin/MBT/TMT/MBTS/Precipitated Silica, (5) Bonding Agents Chemlok/Chemosil/Desmoder/Various types and grades, (5) Paint/Lacquer-various type and grades—0.302MT, for Rs. 10,570, (7) Silicon Emulsion various grades.

The firm have reported that both the copies of the said Advance Licence have been destroyed by fire alongwith its connected DEEC Book Nos. 010777 & 010778 (BOM) after having been registered with Customs, Bombay and not utilised at all Licence was issued for Rs. 9,61,408 and duplicate Customs Purpose copy as well as Exchange Control copy applied for is Rs. 9,61,408.

The firm have filed an affidavit in support of the above statement as required under para 352-354 of Hand Book of Import-Export Procedure 1984-85. I am satisfied that the original Custom Purpose copy as well as Exchange Control copy of the said licence have been destroyed by fire alongwith its connected DEEC Books.

In exercise of the power conferred on me under section 9(d) of Imports (Control) Order, 1955 dated 7-12-1955 as

amended upto date I hereby order cancellation of the said original Custom Purpose copy and Exchange Control copy alongwith the connected DEEC Books of the said Advance Licence.

The applicant's case will now be considered for issue of Duplicate Custom Purpose copy and Exchange Control copy alongwith its connected DEEC Books in accordance with para 352-354 of Hand Book of Import-Export Procedure, 1984-85.

[No. Adv./Lic/UDES/80/AM-84/ALS. II/CLA/1888]

S. L. CHOCHAN, Dy. Chief Controller of Imports & Exports

(संयुक्त मुख्य नियंत्रक आयात एवं निर्यात का कार्यालय)

हैदराबाद, 27 फरवरी, 1985

रद्द करने का आदेश

का. आ. 1115:—भाग "अ" ए एम 84 की आयात नीति के अनुसार परिशिष्ट 7 के अन्तर्गत सम्मिलित लोहा तथा इस्पात वस्तुओं के आयात के लिए रु. 14,96,000/- के सी आई एफ मूल्य के लिए मैसर्स हिन्दुस्तान मोनार्क (प्रा०) लिमिटेड, सनतनगर, हैदराबाद, आं. प्र. को आयात लाइसेंस, संख्या पी/डी/2433847/सि/XX/89/डब्ल्यू/83 दिनांक 3-12-1983, प्रदान किया गया था। उपर्युक्त आयात लाइसेंस की सीमाशुल्क प्रयोजन की मूल प्रति गुम होने/गलत जगह पर रखे जाने के कारण पार्टी ने सीमाशुल्क प्रयोजन की दूसरी प्रति के लिए आवेदन किया है। सीमाशुल्क प्रयोजन की दूसरी प्रति अपेक्षित है उसका मूल्य रु. 13,46,449/- है।

अपने दावे के समर्थन में आवेदनकर्ता ने मोहरयुक्त कागज पर लेख प्रमाणक द्वारा सत्यापित शपथ पत्र दायर किया है। आवेदन कर्ता ने यह भी आश्वासन दिया है कि सीमाशुल्क प्रयोजन की मूल प्रति का पता लगने पर या मिल जाने पर उसे लाइसेंस जारी करने वाले अधिकारी को लौटा दिया जायेगा।

मुझे संतुष्टि हुई है कि लाइसेंस संख्या पी/डी/1433847/सि/XX/89/डब्ल्यू/83 दिनांक 3-12-1983 की सीमाशुल्क प्रयोजन की मूल प्रति गुम गई है और आवेदन कर्ता को सीमाशुल्क प्रयोजन की दूसरी प्रति जारी की जाये। इसके द्वारा लाइसेंस संख्या पी/डी/1433847/सि/XX/89/डब्ल्यू/83 दिनांक 3-12-1983 की सीमाशुल्क प्रयोजन की मूल प्रति रद्द की जाती है।

[मिसिल संख्या आई टीसी/एयू/डिजिटिडी/155/ए एम 84/ हैदराबाद]

आर. सेलवराज, उप मुख्य नियंत्रक, आयात एवं निर्यात

(Office of the Jt. Chief Controller of Imports and Exports)

Hyderabad, the 27th February, 1985

CANCELLATION ORDER

S.O 1115.—M/s. Hindustan Monark (P) Ltd, Sanathnagar, Hyderabad, A. P. wire granted an import licence bearing No. P/D/1433847/C/XX/89/W/83 dt. 3-12-1983 for a cii value of Rs. 14,96,000 for import of Iron & Steel items specified in Appendix-7 of Import Policy for AM84 Part

A. The party has applied for grant of duplicate Customs Clearance Purpose Copy for the aforesaid import licence on the ground that the original customs purpose copy of licence has been lost/misplaced. The total amount for which the duplicate copy of the licence is required is for a value of Rs. 13,46,449 (Rupees Thirteen Lakhs Forty Six Thousand Four Hundred and Forty Nine only).

In support of their contention, the applicant has filed an affidavit on stamped paper duly attested by a Public Notary. The applicant has also undertaken to return the licensing authority concerned the original Customs Purposes Copy of the licence if the same is traced or found lateron.

I am satisfied that the original Customs Clearance Purposes copy of licence No. P/D/1433847/C/XX/89/W/83 dt. 3-12-1983 has been lost and that duplicate Customs Copy of licence should be issued to the applicant. The original customs purposes copy of licence No. P/D/1433847/C/XX/89/W/83 dated 3-12-1983 is hereby cancelled

[F. No. ITC/AU/DGTD-155/AM84/HYD]

R. SELVARAJ, Dy. Chief Controller of Imports & Exports

(सहायक मुख्य नियंत्रक, आयात-निर्यात का कार्यालय)

कटक, 1 दिसम्बर, 1984

निरसन आदेश

विषय:—मैसर्स जगन्नाथ टी. वी. पार्ट्स, इंडस्ट्रियल एस्टेट (न्यू.) जगतपुर, कटक (उड़ीसा) को अप्रैल-मार्च 84 की आयात नीति के परिशिष्ट -5 में उल्लिखित आर. एफ. ट्रांसिजन्टर टाइप 2 एस. सी. 606, 2 एस. सी. 605, 2 एस. सी. 288 ए, 2 एस. सी. 287, सभी प्रकार के सिरेमिक कैपेसिटर, सिलिकान ग्रीस के आयात के लिए 3,60,000/- रुपये के मूल्य के आयात लाइसेंस सं. पी./एस./1949794/सी./एक्स एक्स./90/0/83, दिनांक 15/3/1984 की मुद्रा विनियम नियंत्रण प्रयोजनार्थ प्रति को रद्द करना।

का. आ. 1116:—मैसर्स जगन्नाथ टी. वी. पार्ट्स, इंडस्ट्रियल एस्टेट (न्यू.) जगतपुर, कटक को अप्रैल-मार्च, 84 नीति के अनुसार उपर्युक्त मर्चों के आयात के लिए 3,60,000/- रुपये के मूल्य मूल्य का एक आयात लाइसेंस सं. पी./एस./1949794/सी. दिनांक 15/3/1984 जारी किया गया था। उन्होंने उक्त लाइसेंस की मुद्रा विनियम नियंत्रण प्रति की अनुलिपि प्रति जारी करने के लिए इस आधार पर आवेदन किया है कि मूल लाइसेंस सीमा शुल्क प्राधिकारी, सीमा शुल्क सदन, कलकत्ता के पास पंजीकृत करने के बाध खी गयी/अस्थानस्थ हो गयी है और जिसका 57,985-रुपये का आंशिक रूप में उपयोग किया गया है। उक्त लाइसेंस की अनुलिपि प्रति 3,02,015/- रुपए के शेष मूल्य के लिए की जाती है।

आवेदक ने उक्त विवरण के समर्थन में आयात-निर्यात क्रियाविधि 1984-85 की हंडबुक के पैरा 353 के अधीन एक शपथ-पत्र दाखिल किया है। मैं संतुष्ट हूँ कि उक्त लाइसेंस की मुद्रा विनियम नियंत्रण प्रति खी गई/अस्थानस्थ हो गई है।

में उक्त लाइसेंस की मूल मुद्रा विनिमय नियंत्रण प्रति को रद्द करने के आदेश देता हूँ उक्त सामग्रियों के आयात के लिए यदि यह प्रस्तुत की गई, तो यह मान्य नहीं होगी। उक्त लाइसेंस की मूल मुद्रा विनिमय नियंत्रण की मूल प्रति एतद्वारा रद्द की जाती है।

3,02,015/- रुपये के लिए उक्त मदों के आयात के लिए मुद्रा विनिमय नियंत्रण प्रति की अनुलिपि प्रति. सं. डी-2468562, दिनांक 15 मार्च, 1984 अब अलग से जारी की जा रही है।

[सं. एस. एस. आई./29/सी.टी.सी./ए. एम. 84/प्रस्तावित]

(Office of the Assistant Chief Controller of Imports & Exports)

Cuttack, the 1st December, 1984

CANCELLATION ORDER

Sub.—Cancellation of E. C. purposes copy of Import Licence No. P/S/1949794/C/XX/90/0/83 dated 15-3-1984 for Rs. 3,60,000 for import of RF Transistors of Type 2 SC 606, 2 SC 605, 2 SC 288A, 2 SC 287, all types of ceramic Capacitors, Silicon grease covered by Appendix-5 of AM '84 Policy Book, Vol. I issued to M/s. Jagannath T. V. Parts, Industrial Estate (New) Jagatpur, Cuttack (Orissa).

S.O. 1116.—M/s. Jagannath T. V. Parts, Industrial Estate (New), Jagatpur, Cuttack, were granted a Import Licence No. P/S/1949794/C dated 15-3-1984 for Rs. 3,60,000 for the import of above mentioned items as per AM '84 Policy. They have applied for issue of duplicate copy of Exchange Control purpose copy of the said licence on the ground that the original licence has been lost/misplaced after having been registered with the Custom Authority, Customs House, Calcutta and utilised partly i.e. Rs. 57985. The duplicate copy of the said licence is connected for Rs. 302015 to cover the balance value.

The applicant has filed an affidavit in support of the above statement as required under para 353 of ITC Hand Book of Import-Export Procedures 1984-85. I am satisfied that the Exchange Control purpose copy of the above licence has been lost/misplaced. I order the cancellation of the original Exchange Control purpose copy of the licence mentioned above. It should not be honoured when presented for import of the said goods. The original Exchange control purpose copy of the said licence hereby cancelled.

Duplicate Exchange control purpose copy No. D 2468562 dated 15th March '84 for import of above items for Rs. 302015 being issued separately.

[No. SSI/29/CTC AM '84/Proposed]

कटक, 14 जनवरी, 1985

निरसन आदेश

का. आ. 1117.—मैसर्स एस. एच. कंपनी मानचेस्वर इंडस्ट्रियल इस्टेट, शेड नं. डी 2/9 मानचेस्वर, भुवनेश्वर (उड़ीसा) का आयात नीति अप्रैल—मार्च 85 (खण्ड-1) के परिशिष्ट-5 भाग क के अन्तर्गत आने वाले 0-30 एम

एम से 0.40 एम एम तक की मोटाई की जी. पी. शीट (कायर्स) के आयात के लिए 6,25,000/- रुपए मूल्य का एक आयात लाइसेंस सं. पी/एस/1949807/सी/एक्स एक्स/91/0/84 दिनांक 25 जून, 1984 दिया गया था। उन्होंने ने उपर्युक्त लाइसेंस की सीमा शुल्क प्रयोजन प्रति और मुद्रा विनिमय प्रयोजन प्रति की अनुलिपि प्रति जारी करने के लिए इस आधार पर आवेदन किया है कि मूल प्रतियां सीमा शुल्क प्राधिकारी के पास पंजीकृत कराये बिना खो गई/अस्थानस्थ हो गई हैं।

आवेदक ने आयात व्यापार नियंत्रण आयात एवं निर्यात क्रियाविधि 1984-85 की हंडबुक के पैरा 353 के अंतर्गत यथा अपेक्षित उपर्युक्त ब्यान के समर्थन में एक शपथ पत्र दाखिल किया है। मैं संतुष्ट हूँ कि उपर्युक्त लाइसेंस की मूल सीमा-शुल्क प्रयोजन प्रति और मुद्रा विनिमय नियंत्रण प्रयोजन प्रति खो गई/अस्थानस्थ हो गई है। मैं ऊपर उल्लिखित लाइसेंस की मूल सीमा शुल्क प्रयोजन प्रति और मुद्रा विनिमय नियंत्रण प्रयोजन प्रति रद्द करने का आदेश देता हूँ। इसे मान्यता नहीं दी जानी चाहिए यदि इसे उपर्युक्त माल के आयात के लिए प्रस्तुत किया जाए।

उपर्युक्त माल के आयात के लिए 6,25,000/- रुपए के मूल्य के लिए अनुलिपि सीमा शुल्क एवं मुद्रा विनिमय नियंत्रण प्रति क्रम सं. डी-2472151 दिनांक 14-1-1985 और सं. डी-2472152 दिनांक 14-1-1985 अलग से जारी की जा रही हैं।

[सं. एस. एस. आई./ए यू/16/सी टी सी/ए एम-85/भार एम/

1717]

एन. सी. देबनाथ, सहायक मुख्य नियंत्रक, आयात-निर्यात

Cuttack, the 14th January, 1985

CANCELLATION ORDER

S.O. 1117.—M/s. S. H. Company Mancheswar Industrial Estate, Shed No. D 2/9 Mancheswar, Bhubaneswar (Orissa), were granted a Import Licence No. P/S/1949807/C/XX/91/0/84 dated 25th June '84 for Rs. 6,25,000 for import of G. P. Sheet (Coils) Thickness 0.30 MM to 0.40 MM as covered by Appendix-5 Part-A of Import Policy AM '85 (Vol. I). They have applied for issue of duplicate copy of the Custom purpose and Exchange Control copy of the said licence on the ground that the original has been lost/misplaced without having been registered with the Customs Authority.

The applicant has filed an affidavit in support of the above statement as required under para 353 of ITC Hand Book of Import & Export Procedures 1984-85. I am satisfied that the Original Custom purpose & Exchange control copy of the above licence has been lost/misplaced. I order the cancellation of the original Custom purpose copy and Exchange control copy of the licence mentioned above. It should not be honoured when presented for import of the said goods.

Duplicate custom purpose & Exchange Control copy No. D 2472151 dated 14-1-85 and No. D 2472152 dated 14-1-85 respectively for import of above goods for Rs. 6,25,000 being issued separately.

[No. SSI/AU/16/CTC/AM '85/RM/1717]

N. C. DEBNATH, Assistant Chief Controller of Imports and Exports.

उद्योग और कम्पनी कार्य मंत्रालय

(कम्पनी कार्य विभाग)

नई दिल्ली, 27 फरवरी, 1985

का. भा. 1118.—एकाधिकार तथा अवरोधक व्यापारिक व्यवहार अधिनियम, 1969 (1969 का 54) की धारा 26 की उपधारा (3) के अनुसरण में केन्द्रीय सरकार एतद्वारा भं. ए. बी. सी. फार्मस प्राइवेट लिमिटेड जिसका पंजीकृत कार्यालय डी 18, एम. आई. डी. सी. इन्डस्ट्रीयल एरिया, चिन्धवाड़, पूना-411019 में स्थित है, के कथित अधिनियम के अन्तर्गत पंजीकरण (पंजीकरण प्रमाण-पत्र संख्या 1649/83) के निरस्तीकरण को अधिसूचित करती है।

[संख्या 16/19/84-एम.-3]

बी. पी. गुप्ता, निदेशक

MINISTRY OF INDUSTRY & COMPANY AFFAIRS

(Department of Company Affairs)

New Delhi, the 27th February, 1985

S.O. 1118.—In pursuance of Sub-section (3) of Section 26 of the Monopolies and Restrictive Trade Practices Act, 1969 (54 of 1969), the Central Government hereby notifies the cancellation of the registration of M/s. A.B.C. Farma Private Limited, having its registered office at D/18, MIDC Industrial Area, Chindhwad, Poona-411019 under the said Act. (Certificate of Registration No. 1649/83).

[No. 16/19 84-M. III]

V. P. GUPTA, Director

विदेश मंत्रालय

नई दिल्ली, 30 जनवरी, 1985

का. भा. 1119.—राष्ट्रपति, मूल नियमों के नियम 45 के प्रावधानों के अनुसरण में होस्टल आवास आर्बंटन (विदेश मंत्रालय) नियम, 1978 में और संशोधन करने के लिए निम्नलिखित नियम बनाते हैं, यथा :—

1. (1) इन नियमों को होस्टल आवास आर्बंटन (विदेश मंत्रालय) (संशोधन) नियम, 1985 कहा जाएगा।

(2) ये नियम सरकारी गजट में प्रकाशित होने की तारीख से लागू होंगे।

2. होस्टल आवास आर्बंटन (विदेश मंत्रालय), नियम, 1978 के नियम 4 के उपनियम (3), के खंड (ग) में निम्नलिखित खंड रखा जाए, यथा :—

“(ग) ऐसे किसी अधिकारी के मामले में जिसके पास दिल्ली में अपना मकान हो, उसके किराए की देयता नीचे लिखे अनुसार होगी—

किराये की देयता

- (1) अगर अपने मकान से आय 3000 रुपये प्रति-माह से अधिक न हो।

(2) अगर अपने मकान से परिलब्धियों को 10% कम करके मूल नियम 45-क के अंतर्गत मानक लाइसेंस/मूल लाइसेंस फीस का दुगुना अथवा से अधिक न हो।

(3) अगर आय 5000 रुपये प्रतिमाह से अधिक हो। मूल नियम 45-क के अंतर्गत मानक लाइसेंस फीस/मूल लाइसेंस फीस का तिगुना अथवा परिलब्धियों का 30% जो भी कम हो।

[संख्या क्यू./एस. ई1/8601/45/84]

जी. एस. बेदी, संयुक्त सचिव

MINISTRY OF EXTERNAL AFFAIRS

New Delhi, the 30th January 1985

S.O.1119.—In pursuance of the provisions of rule 4 of the Fundamental Rules, the President hereby makes the following rules further to amend the Allotment of Hostel Accommodation (Ministry of External Affairs) Rules, 1978, namely:—

1. (i) These rules may be called the Allotment of Hostel Accommodation (Ministry of External Affairs) (Amendment) Rules, 1985.

(ii) These shall come into force on the date of their publication in the Official Gazette.

2. In the Allotment of Hostel Accommodation (Ministry of External Affairs) Rules, 1978, in rule 6, in sub-rule (3); for clause (c), the following clause shall be substituted, namely:—

“(c) in case an officer owns a house in Delhi, his rental liability shall be as follows,— Rental Liability

- | | |
|---|--|
| (1) If the income from own house does not exceed Rs. 3000/- p.m. | Standard licence fee. |
| (2) If the income from own house exceeds Rs. 3000/- p.m. but does not exceed Rs. 5000/-p.m. | Twice the standard licence/ twice the pooled licence fee under FR.45-A or 20% of emoluments, whichever is less, reduced by 10% of the emoluments. |
| (3) If the income exceeds Rs. 5000/-p.m. | Thrice the standard licence/ thrice the pooled licence fee under FR.45-A or 30% of emoluments, whichever is less, reduced by 10% of the emoluments.” |

[No. Q/SE-I/8601/45/84]

G. S. BEDI, Jt. Secy.

पेट्रोलियम मंत्रालय

नई दिल्ली, 5 मार्च, 1985

का. भा. 1120.—यतः केन्द्रीय सरकार को यह प्रतीत होता है कि लोकहित में यह आवश्यक है कि मध्य प्रदेश राज्य में हजीरा—बरेली से जगदीशपुर तक पेट्रोलियम के परिवहन के लिये पाइप लाइन भारतीय गैस प्राधिकरण लि. द्वारा बिछाई जानी चाहिये।

और यत. यह प्रतीत होता है कि ऐसी लाईनों को बिछाने के प्रयोजन के लिये एतदुपाय अनुसूची में वर्णित भूमि में उपयोग अधिकार अर्जित करना आवश्यक है ।

अत. अब पेट्रोलियम और खनिज पाईप लाइन (भूमि में उपयोग के अधिकार का अर्जन) अधिनियम, 1962 (1962 का 50) की धारा 3 की उपधारा (1) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए केन्द्रीय सरकार ने उसमें उपयोग का अधिकार अर्जित करने का अपना आशय एतद्वारा घोषित किया है ।

यहाँ कि उक्त भूमि में हितबद्ध कोई व्यक्ति, उस भूमि के नीचे पाईप लाइन बिछाने के लिए आक्षेप सक्षम प्राधिकारी, तेल तथा प्राकृतिक गैस आयोग, एच. बी. जे. पाईप लाइन 45, सुभाष नगर, साँवेर रोड, उज्जैन (म. प्र.) 456001 को इस अधिसूचना की तारीख 21 दिनों के भीतर कर सकेगा ।

और ऐसा आक्षेप करने वाला हर व्यक्ति विनिश्चितः यह भी कथन करेगा कि क्या वह यह चाहता है कि उसकी सुनवाई व्यक्तिगत रूप से हो या किसी विधि व्यवसायी की मार्फत ।

एच. बी. जे. गैस पाईप लाइन प्रोजेक्ट

ग्राम: कांकड़, तहसील: अशोकनगर, जिला-गुना, राज्य (म. प्रदेश)

अनुसूची

अनु. क्र. खसरा नं. उपयोग अधिकार अर्जन का क्षेत्र (हेक्टर में)

1	2	3
1.	65	0.177
2.	66	0.031
3.	67	0.157
4.	68	0.221
5.	72	0.072
6.	101/2	0.105
7.	102	0.185
8.	148	0.084
9.	347	0.052
10.	149	0.578
11.	150	0.157
12.	152	0.282
13.	154	0.209
14.	210	0.105
15.	156	0.126
16.	157	0.031
17.	158	0.031

1	2	3
18.	159	0.186
19.	160	0.031
20.	161	0.052
21.	162	0.126
22.	207	0.021
23.	165	0.157
24.	164	0.052
25.	167	0.260
26.	209	0.020
27.	208/2	--
28.	168	0.052
29.	163	0.021
30.	175/1290	0.470
31.	180	0.010
32.	165	0.010
33.	166	--
34.	177	--
35.	178	--
36.	179	--
37.	431	0.063
38.	192	0.010
39.	193	--
40.	360/2	0.052
41.	358	0.010
42.	381	0.042
43.	175/2	0.157
44.	348	0.458
45.	353	0.010
46.	354	0.013
47.	355	0.105
48.	356	0.010
49.	357	0.168
50.	359	0.100
51.	172	0.051
52.	176	0.052
योग:—कुल क्षेत्रफल		5.372

[सं. O-14016/140/85-जी पी]

MINISTRY OF PETROLEUM

New Delhi, the 5th March, 1985

S.O. 1120.—Whereas it appears to the Central Government that it is necessary in the public interest that for the transport, of petroleum from Hazira-Bareilly to Jagdishpur in Madhya Pradesh State pipe line should be laid by the Gas Authority of India Limited.

And whereas it appears that for the purpose of laying such pipeline, it is necessary to acquire the right of user in the land described in the schedule annexed hereto :

Now, therefore, in exercise of the powers conferred by sub-section (1) of the Section 3 of the Petroleum and Minerals Pipelines (Acquisition of Right of User in the Land) Act, 1962 (50 of 1962), the Central Government hereby declares its intention to acquire the right of user therein;

Provided that any person interested in the said land may, within 21 days from the date of this notification, object to the laying of the pipeline under the land to the Competent Authority, Oil & Natural Gas Commission, HBI Gas Pipe Line, 45, Subhash Nagar, Sanwer Road, Ujjain (M.P.).

And every person making such an objection shall also state specifically whether he wishes to be heard in person or by legal practitioner.

HBJ GAS PIPE LINE PROJECT

Village Kankad Tehsil Ashok Nagar Distt. Guna
SCHEDULE

S. Survey No. No.	Area to be acquired for R.O.U. in Hectare
1 2	3
1. 65	0.177
2. 66	0.031
3. 67	0.157
4. 68	0.22
5. 72	0.072
6. 101/2	0.105
7. 102	0.185
8. 148	0.084
9. 347	0.052
10. 149	0.578
11. 150	0.157
12. 152	0.282
13. 154	0.200
14. 210	0.105
15. 156	0.126
16. 157	0.031
17. 158	0.031
18. 159	0.186
19. 160	0.031
20. 161	0.052
21. 162	0.126
22. 207	0.021
23. 165	0.157
24. 164	0.052
25. 167	0.260
26. 209	0.020
27. 208/2	—
28. 168	0.052
29. 163	0.021
30. 175/1290	0.470
31. 180	0.010
32. 165	0.010
33. 166	—
34. 177	—
35. 178	—
36. 179	—
37. 431	0.063
38. 192	0.010
39. 193	—
40. 360/2	0.053
41. 358	0.010
42. 381	0.042
43. 175/2	0.157
44. 348	0.458
45. 353	0.010
46. 354	0.013

1	2	3
47.	355	0.105
48.	356	0.010
49.	357	0.168
50.	359	0.100
51.	172	0.051
52.	176	0.052
TOTAL AREA		5.372

[No. O-14016/140/85-G. P.]

का.आ. 1121. —यतः केन्द्रीय सरकार को यह प्रतीत होता है कि लोकहित में यह आवश्यक है कि मध्य प्रदेश राज्य में हजीरा-बरेली से जगदीशपुर तक पेट्रोलियम के परिवहन के लिए पाइप लाइन भारतीय गैस प्राधिकरण लि. द्वारा बिछाई जानी चाहिये।

और यतः यह प्रतीत होता है कि ऐसी लाइनों को बिछाने के प्रयोजन के लिये एतद्पाबद्ध अनुसूची में वर्णित भूमि में उपयोग का अधिकार अर्जित करना आवश्यक है।

अतः अब पेट्रोलियम और खनिज पाइप लाइन (भूमि में उपयोग के अधिकार का अर्जन) अधिनियम, 1962 (1962 का 50) की धारा 3 की उपधारा (1) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए केन्द्रीय सरकार ने उसमें उपयोग का अधिकार अर्जित करने का अपना आशय एतद्द्वारा घोषित किया है।

वर्तते कि उक्त भूमि में हितबद्ध कोई व्यक्ति, उस भूमि के नीचे पाइप लाइन बिछाने के लिए आक्षेप सक्षम प्राधिकारी, तेल तथा प्राकृतिक गैस आयोग, एच. बी. जे. पाइप लाइन 45, सुभाष नगर, सांवेर रोड, उज्जैन (म. प्र.) 456001 को इस अधिसूचना की तारीख से 21 दिनों के भीतर कर सकेगा।

और ऐसा आक्षेप करने वाला हर व्यक्ति विनिश्चित यह भी कथन करेगा कि क्या वह यह चाहता है कि उसको सुनवाई व्यक्तिगत रूप से हो या किसी विधि व्यवसायी की मार्फत।

एच. बी. जे. गैस पाइप लाइन प्रोजेक्ट
ग्राम-सिमरिया; तहसील-दतिया; जिला-दतिया; राज्य (मध्य प्रदेश)
अनुसूची

अनु. क्र.	खसरा नं.	उपयोग अधिकार अर्जन का क्षेत्र (हेक्टर में)
1	2	3
1.	177	0.448
2.	174	0.445
3.	173	0.240
4.	170/1	0.018
5.	170/2	0.160
6.	171	0.080
7.	169	0.360

1	2	3
8.	153	0.320
9.	172/1	0.018
10.	172/3	0.180
11.	168	0.021
12.	178/1	0.015
13.	119	0.051
14.	122	0.011
15.	114	0.345
16.	130	0.005
17.	133	0.055
18.	132	0.016
19.	131	0.005
20.	134	0.080
21.	135	0.025
22.	136	0.049
23.	137	0.080
24.	149	0.017
25.	150	0.040
26.	152	0.040
27.	140	0.010
28.	141	0.040
29.	151/1	0.032
30.	210	0.200
31.	211	0.380
32.	212	0.450
33.	215	0.580
34.	218	0.015
35.	219	0.260
36.	67	0.080
37.	61	0.048
38.	62	0.006
39.	63	0.450
40.	43/1	0.210
41.	43/2	0.125
42.	44/2	0.350
43.	44/1	0.020
44.	29	0.560
45.	28	0.150
46.	27	0.280
47.	23	0.060
48.	37	0.025
49.	31	0.051
50.	346	0.620
51.	348	0.196
52.	350	0.320
53.	351	0.340
54.	352	0.100

1	2	3
55.	357	0.150
56.	358	0.088
57.	217	0.041
58.	359	0.010
59.	142	0.002
60.	209	0.135
योग:—कुल क्षेत्रफल		9.515

[सं. O-14016/141/85—जी पी]

S.O. 1121.—Whereas it appears to the Central Government that it is necessary in the public interest that for the transport of petroleum from Hazira-Bareilly to Jagdishpur in Madhya Pradesh State pipe line should be laid by the Gas Authority of India Limited.

And whereas it appears that for the purpose of laying such pipeline, it is necessary to acquire the right of user in the land described in the schedule annexed hereto :

Now, therefore, in exercise of the powers conferred by sub-section (1) of the Section 3 of the Petroleum and Minerals Pipelines (Acquisition of Right of User in the Land) Act, 1962 (50 of 1962), the Central Government hereby declares its intention to acquire the right of user therein;

Provided that any person interested in the said land may, within 21 days from the date of this notification, object to the laying of the pipeline under the land to the Competent Authority, Oil & Natural Gas Commission, HBJ Gas Pipe Line, 45, Subhash Nagar, Sanwer Road, Ujjain (M.P.).

And every person making such an objection shall also state specifically whether he wishes to be heard in person or by legal practitioner.

HBJ GAS PIPE LINE PROJECT

Village—Simariya; Tehsil—Datiya; Distt.—Datiya

SCHEDULE

S.No. Survey No. Area to be acquired for R.O.U. in Hectare

1	2	3
1.	177	0.448
2.	174	0.445
3.	173	0.240
4.	170/1	0.018
5.	1702/	0.160
6.	171	0.080
7.	169	0.360
8.	153	0.320
9.	172/1	0.010
10.	172/3	0.180
11.	168	0.021
12.	178/1	0.015
13.	119	0.051
14.	122	0.011
15.	114	0.345
16.	130	0.005
17.	133	0.055
81.	132	0.016

1 2	3
19. 131	0.005
20. 134	0.080
21. 135	0.025
22. 136	0.049
23. 137	0.080
24. 149	0.017
25. 150	0.040
26. 152	0.040
27. 140	0.010
28. 141	0.040
29. 151/1	0.032
30. 210	0.200
31. 211	0.380
32. 212	0.450
33. 215	0.580
34. 218	0.015
35. 219	0.260
36. 67	0.080
37. 61	0.048
38. 62	0.006
39. 63	0.450
40. 43/1	0.210
41. 43/2	0.125
42. 44/2	0.350
43. 44/1	0.020
44. 29	0.560
45. 28	0.150
46. 27	0.280
47. 23	0.060
48. 37	0.025
49. 31	0.051
50. 346	0.620
51. 348	0.196
52. 350	0.320
53. 351	0.340
54. 352	0.100
55. 357	0.150
56. 358	0.088
57. 217	0.041
58. 359	0.010
59. 142	0.002
60. 209	0.135
TOTAL AREA	
9.515	

[No. O-14016/141/85-GP]

का.आ. 1122.—यतः केन्द्रीय सरकार को यह प्रतीत होता है कि लोकहित में यह आवश्यक है कि मध्य प्रदेश राज्य में हजीरा-बरेली से जगदीशपुर तक पेट्रोलियम के परिवहन के लिये पाइप लाइन भारतीय गैस प्राधिकरण लि. द्वारा बिछाई जानी चाहिये।

और यतः यह प्रतीत होता है कि ऐसी लाइनों को बिछाने के प्रयोजन के लिये एतद्पाठ्य अनुसूची में वर्णित भूमि में उपयोग अधिकार अर्जित करना आवश्यक है।

अतः अब पेट्रोलियम और खनिज पाइप लाइन (भूमि में उपयोग के अधिकार का अर्जन) अधिनियम, 1962 (1962 का 50) की धारा 3 की उपधारा (1) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए केन्द्रीय सरकार ने

उसमें उपयोग का अधिकार अर्जित करने का अपना आशय एतद्द्वारा घोषित किया है।

बशर्ते कि उक्त भूमि में हितवद्ध कोई व्यक्ति, उस भूमि के नीचे पाइप लाइन बिछाने के लिए आक्षेप सक्षम प्राधिकारी, तेल तथा प्राकृतिक गैस आयोग, एच. बी. जे. पाईप लाइन 45, सुभाष नगर सावेर रोड़, उज्जैन (म. प्र.) 456001 को इस अधिसूचना की तारीख के 21 दिनों के भीतर कर सकेगा।

और ऐस आक्षेप करने वाला हर व्यक्ति विनिश्चित यह भी कथन करेगा कि क्या वह यह चाहता है कि उसकी सुनवाई व्यक्तिगत रूप से हो या किसी विधि व्यवसायी की मार्फत।

एच. बी. जे. गैस पाईप लाइन प्रोजेक्ट

ग्राम : ज्ञानपुर तहसील : अशोक नगर जिला-गुना राज्य(मध्य प्रदेश)

अनुसूची

अनु. क्र. 1 खसरा नं. 1 उपयोग अधिकार अर्जन का क्षेत्र (हेक्टर्स में)

1	2	3
1.	523	0.564
2.	526	0.240
3.	521/3	0.366
4.	520	0.366
5.	517	0.505
6.	518	—
7.	512	0.575
8.	513	—
9.	321	0.052
10.	504	0.209
11.	499	0.230
12.	503	0.052
13.	495	0.230
14.	493	0.460
15.	494	—
16.	479	0.063
17.	475	0.136
18.	476	—
19.	472	0.648
20.	473/1	0.355
21.	473/2	0.094
22.	324	0.021
23.	325/2	0.209
24.	318	0.261
25.	317	0.010
26.	316	0.439

1	2	3
27.	315/3	0.376
28.	326/3	0.366
29.	502/2	0.115
30.	524	0.136
31.	505	0.230
32.	506	—
33.	519	0.010
34.	489	0.021
35.	478	0.010
36.	477	0.010
37.	326/4	0.010
38.	501	0.203
39.	502/1	—
40.	314	0.010
योग :—कुल क्षेत्रफल		7.609

[सं. O-14016/142/85-जी पी]

S.O. —Whereas it appears to the Central Government that it is necessary in the public interest that for the transport of petroleum from Hazira-Barcily to Jagdishpur in Madhya Pradesh State pipe line should be laid by the Gas Authority of India Limited.

And whereas it appears that for the purpose of laying such pipeline, it is necessary to acquire the right of user in the land described in the schedule annexed hereto :

Now, therefore, in exercise of the powers conferred by sub-section (1) of the Section 3 of the Petroleum and Minerals Pipelines (Acquisition of Right of User in the Land) Act, 1962 (50 of 1962), the Central Government hereby declares its intention to acquire the right of user therein;

Provided that any person interested in the said land may, within 21 days from the date of this notification, object to the laying of the pipeline under the land to the Competent Authority, Oil & Natural Gas Commission, HBJ Gas Pipe Line, 45, Subhash Nagar, Sanwer Road, Ujjain (M.P.).

And every person making such an objection shall also state specifically whether he wishes to be heard in person or by legal practitioner.

HBJ GAS PIPE LINE PROJECT

Village Gyanpur Tehsil Ashok Nagar Distt. Guna

SCHEDULE

S. No.	Survey No.	Area to be Acquired for R.O.U. in Hectare
1.	523	0.564
2.	526	0.240
3.	521/3	0.366
4.	520	0.366
5.	517	0.505
6.	518	—
7.	512	0.575
8.	513	—
9.	321	0.052
10.	504	0.209
11.	499	0.230

1	2	3
12.	503	0.052
13.	495	0.230
14.	493	0.460
15.	494	—
16.	479	0.063
17.	475	0.136
18.	476	—
19.	472	0.648
20.	473/1	0.355
21.	473/2	0.094
22.	324	0.021
23.	325/2	0.209
24.	318	0.261
25.	317	0.010
26.	316	0.439
27.	315/3	0.376
28.	326/3	0.366
29.	502/2	0.115
30.	524	0.136
31.	505	0.230
32.	506	—
33.	519	0.010
34.	489	0.021
35.	478	0.010
36.	477	0.010
37.	326/4	0.010
38.	501	0.203
39.	502/1	—
40.	314	0.010
TOTAL AREA		7.609

[No. O-14016/142/85-GP]

कां.आ. 1123 यतः पेट्रोलियम और खनिज पाइप लाइन (भूमि में उपयोग के अधिकार का अर्जन) अधिनियम 1962 (1962 का 50) की धारा 3 की उपधारा (1) के अधीन भारत सरकार के ऊर्जा मंत्रालय, पेट्रोलियम विभाग की अधिसूचना का. आ. सं. 4660 तारीख 14-12-84 द्वारा केन्द्रीय सरकार ने उस अधिसूचना से संलग्न अनुसूची में विनिर्दिष्ट भूमियों के उपयोग के अधिकार को पाइप लाइनों को बिछाने के प्रयोजन के लिए अर्जित करने का अपना आशय घोषित कर दिया था।

और यतः सक्षम प्राधिकारी ने उक्त अधिनियम की धारा 6 की उपधारा (1) के अधीन सरकार को रिपोर्ट दे दी है।

और आगे यतः केन्द्रीय सरकार ने उक्त रिपोर्ट पर विचार करने के पश्चात् इस अधिसूचना से संलग्न अनुसूची में विनिर्दिष्ट भूमियों में उपयोग का अधिकार अर्जित करने का विनिश्चय किया है।

अब, अतः उक्त अधिनियम की धारा 6 की उपधारा (1) द्वारा प्रदत्त शक्ति का प्रयोग करते हुए केन्द्रीय सरकार एतद्वारा घोषित करती है कि इस अधिसूचना में संलग्न अनुसूची में विनिर्दिष्ट उक्त भूमियों में उपयोग का अधिकार पाइप लाइन बिछाने के प्रयोजन के लिए एतद्वारा अर्जित किया जाता है।

और आगे उस धारा की उपधारा (4) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए, केन्द्रीय सरकार निर्देश देती है कि उक्त भूमियों में उपयोग का अधिकार केन्द्रीय सरकार में निहित होने के बजाय भारतीय गैस प्राधिकरण लि. में सभी बाधाओं से मुक्त रूप में घोषणा के प्रकाशन की इस तारीख से निहित होगा।

अनुसूची

बिजयपुर (म. प्र.) से सवाईमाधोपुर (राज.) तक पाईप लाइन बिछाने के लिए।

राज्य: राजस्थान जिला: कोटा तहसील: अट्रु

गांव	खसरा नं.	हेक्टर	घार	सेटीआर
1	2	3	4	5
मेरमावाह	245	0	04	14
	247	0	01	95
	130	0	02	92
	709	0	05	85
	714	0	02	92
	77	0	66	26
	283	0	15	68
	131	0	11	80
	305	0	33	37
	150	0	19	56
	124	0	13	64
	128	0	01	11
	127	0	06	58
	125	0	11	45
	126	0	08	39
	146	0	07	60
	148	0	00	32
	306	0	50	36
	332	0	14	62
	726	0	08	28
	725	0	94	76
	282	0	01	46
	313	0	06	31
	710	0	35	81
	711	0	52	87
	315	0	03	41
	310	0	19	00
	314	0	03	33
	149	0	09	02
	136	0	00	40
	137	0	00	99
	133	0	00	37

1	2	3	4	5
	132	0	02	20
	330	0	08	28
	293	0	83	48
	147	0	03	84
	246	0	06	82
	309	0	30	08
	333	0	05	85
	728	0	05	36
	281	0	03	65
	248	0	09	18
	331	0	57	73
	718	0	08	04

[सं. O-14016/476/84-जी पी.]

S.O 1123.—Whereas by notification of the Government of India in the Ministry of Petroleum, S. O. 4660 dated 14-12-84 under sub-section (1) of Section 3 of the Petroleum and Minerals Pipelines (Acquisition of Right of User in Land) Act, 1962 (50 of 1962), the Central Government declared its intention to acquire the right of user in the lands specified in the Schedule appended to that notification for the purpose of laying pipeline;

And whereas the Competent Authority has under sub-section (1) of section 6 of the said Act, submitted report to the Government;

And further whereas the Central Government has, after considering the said report, decided to acquire the right of user in the lands specified in the Schedule appended to this notification;

Now, therefore, in exercise of the power conferred by sub-section (1) of the section 6 of the said Act, the Central Government hereby declares that the right of user in the said lands specified in the Schedule appended to this notification hereby acquired for laying the pipeline;

And further in exercise of power conferred by sub-section (4) of that section, the Central Government directs that the right of user in the said lands shall instead of vesting in Central Government vest from this date of the publication of this declaration in the Gas Authority of India Limited free from encumbrances.

SCHEDULE

Pipeline from Bijapur (M.P.) to Sawai Madhopur (Raj.)

State : Rajasthan District : Kota Tehsil : Atru

Village	Survey No.	Hec-tare	Are	Centiare
1	2	3	4	5
Mermachah	245	0	04	14
	247	0	01	95
	130	0	02	92
	709	0	05	85
	714	0	02	92
	77	0	66	26
	283	0	15	68
	131	0	11	80
	305	0	33	37
	150	0	19	56
	124	0	13	64
	128	0	01	11
	127	0	06	58

1	2	3	4	5
	125	0	11	45
	126	0	08	39
	146	0	07	60
	148	0	00	32
	306	0	50	36
	332	0	14	62
	726	0	08	28
	725	0	94	76
	282	0	01	46
	313	0	06	31
	710	0	35	81
	711	0	52	87
	315	0	03	41
	310	0	19	00
	314	0	03	35
	149	0	09	02
	136	0	00	40
	137	0	00	99
	133	0	00	37
	132	0	02	20
	330	0	08	28
	293	0	03	48
	147	0	03	84
	246	0	06	82
	309	0	30	08
	333	0	05	85
	728	0	05	36
	281	0	03	65
	248	0	09	18
	331	0	57	73
	718	0	08	04

[No. O-14016/476/84-GP]

का.आ. 1124:—यतः पेट्रोलियम और खनिज पाइप लाइन (भूमि में उपयोग के अधिकार का अर्जन) अधिनियम, 1962 (1962 का 50) की धारा 3 की उपधारा (1) के अधीन भारत सरकार के ऊर्जा मंत्रालय, पेट्रोलियम विभाग को अधिसूचना का. आ. 4661, तारीख 14-12-84 द्वारा केन्द्रीय सरकार ने उक्त उस अधिसूचना से संलग्न अनुसूची में विनिर्दिष्ट भूमियों के उपयोग के अधिकार को पाइप लाइनों को बिछाने के प्रयोजन के लिए अर्जित करने का अपना आशय घोषित कर दिया था।

और यतः सक्षम प्राधिकारी ने उक्त अधिनियम की धारा 6 की उपधारा (1) के अधीन सरकार को रिपोर्ट दे दी है।

और आगे यतः केन्द्रीय सरकार ने उक्त रिपोर्ट पर विचार करने के पश्चात् इस अधिसूचना से संलग्न अनुसूची में विनिर्दिष्ट भूमियों में उपयोग का अधिकार अर्जित करने का निश्चय किया है।

अब, अतः उक्त अधिनियम की धारा 6 की उपधारा (1) द्वारा प्रदत्त शक्ति का प्रयोग करते हुए, केन्द्रीय सरकार एतद्वारा घोषित करती है कि इस अधिसूचना से संलग्न अनुसूची में विनिर्दिष्ट उक्त भूमियों में उपयोग का अधिकार पाइप लाइन बिछाने के प्रयोजन के लिए एतद्वारा अर्जित किया जाता है।

और आगे उस धारा की उपधारा (4) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए, केन्द्रीय सरकार निर्देश देती है कि उक्त भूमियों में उपयोग का अधिकार केन्द्रीय सरकार में निहित होने के बजाय भारतीय गैस प्राधिकरण लि. में सभी बाधाओं से मुक्त रूप में घोषणा के प्रकाशन की इस तारीख से निहित होगा।

अनुसूची

बिजयपुर (म. प्र.) से सवाई माधोपुर (राज.) तक पाइप लाइन बिछाने के लिए

राज्य : राजस्थान जिला : कोटा तहसील : अटक

गांव	खसरा नं.	हेक्टर	घर	सेटीघर
अरडाना	81	0	18	50
	129	0	04	11
	115	0	08	05
	163	0	16	08
	130	0	05	09
	161	0	00	79
	165	0	03	80
	116	0	22	85
	117	0	16	08
	166	0	17	54
	111	0	28	26
	158	0	21	19
	162	0	47	20
	157	0	50	92
	105	0	16	81
	164	0	31	79
	175	0	04	38
	107	0	21	92
	112	0	00	05
	106	0	25	85

[सं. O-14016/477/84-जी पी.]

S.O. 1124.—Whereas by notification of the Government of India in the Ministry of Petroleum S. O. 4661, dated 14-12-84 under sub-section (1) of section 3 of the Petroleum and Minerals Pipelines (Acquisition of Right of User in Land) Act, 1962 (50 of 1962), the Central Government declared its intention to acquire the right of user in the lands specified in the Schedule appended to that notification for the purpose of laying pipeline;

And whereas the Competent Authority has under sub-section (1) of section 6 of the said Act, submitted report to the Government;

And further whereas the Central Government has, after considering the said report, decided to acquire the right of user in the lands specified in the Schedule appended to this notification;

Now, therefore, in exercise of the power conferred by sub-section (1) of section 6 of the said Act, the Central Government hereby declares that the right of user in the said lands specified in the Schedule appended to this notification hereby acquired for laying the pipeline;

And further in exercise of power conferred by sub-section (4) of that section, the Central Government directs that the right of user in the said lands shall instead of vesting in Central Government vests from this date of the publication of this declaration in the Gas Authority of India Limited free from encumbrances.

SCHEDULE

Pipeline from Bijaipur (M.P.) to Sawai Madhopur (Raj.)

State Rajasthan District : Kota Tehsil Atru

Village	Survey No.	Hec-tare	Are	Centi-tiare
Ardana	81	0	18	50
	129	0	04	11
	115	0	08	05
	163	0	16	08
	130	0	05	09
	161	0	00	79
	165	0	03	80
	116	0	22	85
	117	0	16	08
	166	0	17	54
	111	0	28	26
	158	0	21	19
	162	0	47	20
	157	0	50	92
	103	0	15	81
	164	0	31	79
	175	0	04	38
	107	0	21	92
	112	0	80	05
	106	0	25	85

[No. O-14016/477/84-GP]

का.आ. 1125.—यतः पेट्रोलियम और खनिज पाइप-लाइन (भूमि में उपयोग के अधिकार का अर्जन) अधिनियम, 1962 (1962 का 50) की धारा 3 की उपधारा (1) के अधीन भारत सरकार के ऊर्जा मंत्रालय, पेट्रोलियम विभाग की अधिसूचना का.आ. सं. 4662 तारीख 14-12-84 द्वारा केन्द्रीय सरकार ने उस अधिसूचना से संलग्न अनुसूची में विनिर्दिष्ट भूमियों के उपयोग के अधिकार को पाइप लाइनों को बिछाने के प्रयोजन के लिए अर्जित करने का अपना आशय घोषित कर दिया था।

और यतः सक्षम प्राधिकारी ने उक्त अधिनियम की धारा 6 की उपधारा (1) के अधीन सरकार को रिपोर्ट दे दी है।

और आगे यतः केन्द्रीय सरकार ने उक्त रिपोर्ट पर विचार करने के पश्चात् इस अधिसूचना से संलग्न अनुसूची में विनिर्दिष्ट भूमियों में उपयोग का अधिकार अर्जित करने का विनिश्चय किया है।

अब, अतः उक्त अधिनियम की धारा 6 की उप धारा (1) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए केन्द्रीय सरकार एतद्वारा घोषित करती है कि इस अधिसूचना में संलग्न अनुसूची में विनिर्दिष्ट उक्त भूमियों में उपयोग का अधिकार पाइपलाइन बिछाने के प्रयोजन के लिए एतद्वारा अर्जित किया जाता है।

और आगे उस धारा की उपधारा (4) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए केन्द्रीय सरकार निर्वण देती

है कि उक्त भूमियों में उपयोग का अधिकार केन्द्रीय सरकार में निहित होने के बजाय भारतीय गैस प्राधिकरण लि. में सभी बाधाओं से मुक्त रूप में घोषणा के प्रकाशन की इस तारीख से निहित होगा।

अनुसूची

विजयपुर (म. प्र.) से सवाईमाधोपुर (राज.) तक पाइप लाइन बिछाने के लिए राज्य राजस्थान जिला कोटा तहसील अट्रू।

गांव	खसरा नं.	हेक्टर	आर	सेन्टी-आर
1	2	3	4	5
छजावा	442	0	06	38
	471	0	04	38
	473	0	03	41
	203	0	06	33
	447	0	01	95
	481	0	26	80
	468	0	04	35
	25	0	57	49
	40	0	36	78
	404	0	07	55
	196	0	32	64
	194	0	11	94
	460	0	17	06
	432	0	20	46
	29	0	23	17
	440	0	09	74
	190	0	09	75
	461	0	47	12
	433	0	34	10
	891	0	27	53
	426	0	27	07
	469	0	05	52
	44	0	14	37
	430	0	52	62
	478	0	86	23
	450	0	25	33
	193	0	40	92
	188	0	11	69
	890	0	00	05
	425	0	00	10
	441	0	01	78
	445	0	04	51
	446	0	03	17
	451	0	02	19
	30	0	29	72
	421	0	19	49

1	2	3	4	5
छाजावा—जारी	886	0	59	20
	476	0	08	28
	43	0	14	62
	204	0	29	23
	189	0	55	78
	470	0	02	93
	892	0	03	11
	480	0	03	90
	472	0	55	78
	479	0	40	19
	364	0	20	85
	429	0	01	19
	419	0	51	64
	420	0	26	80
	386	0	09	01
	365	0	00	35
	33	0	05	85
	26	0	00	46
	457	0	03	17

[सं. ओ-14016/478/84-जीपी]

S.O. 1125.—Whereas by notification of the Government of India in the Ministry of Petroleum S. O. 4662 dated 14-12-84 under sub-section (1) of Section 3 of the Petroleum and Minerals Pipelines (Acquisition of Right of User in Land) Act, 1962 (50 of 1962), the Central Government declared its intention to acquire the right of user in the land specified in the schedule appended to that notification for the purpose of laying pipeline;

And whereas the Competent Authority has under Sub-Section (1) of Section 6 of the said Act, submitted report to the Government;

And further whereas the Central Government has, after considering the said report, decided to acquire the right of user in the lands specified in the schedule appended to this notification;

Now, therefore, in exercise of the power conferred by sub-section (1) of the Section 6 of the said Act, the Central Government hereby declares that the right of user in the said lands specified in the schedule appended to this notification hereby acquired for laying the pipeline;

And further in exercise of power conferred by sub-section (4) of that section, the Central Government directs that the right of user in the said lands shall instead of vesting in Central Government vests from this date of the publication of this declaration in the Gas Authority of India Limited free from encumbrances.

SCHEDULE

Pipeline from Bijaipur (M.P.) to Sawai Madhopur (Raj.)
State : Rajasthan District : Kota Tehsil : Atru

Village	Survey No.	Hec-tare	Are	Len-tiare
1	2	3	4	5
Chajava	442	0	06	38
	471	0	04	38

1	2	3	4	5
Chajava—Contd	473	0	03	41
	203	0	06	33
	447	0	01	95
	481	0	26	80
	468	0	04	35
	25	0	57	49
	40	0	36	78
	404	0	07	55
	196	0	32	64
	194	0	11	94
	460	0	17	06
	432	0	20	46
	29	0	23	17
	440	0	09	74
	190	0	09	75
	461	0	47	12
	433	0	34	10
	891	0	27	53
	426	6	27	07
	469	0	05	42
	44	0	14	37
	430	0	52	62
	478	0	86	23
	450	0	25	33
	193	0	40	92
	188	0	11	69
	890	0	00	05
	425	0	00	10
	441	0	01	78
	455	0	04	51
	446	0	03	17
	451	0	02	19
	30	0	29	72
	421	0	19	49
	886	0	59	20
	476	0	08	28
	43	0	14	62
	204	0	29	23
	189	0	55	78
	470	0	02	93
	892	0	03	11
	480	0	03	90
	472	0	55	78
	479	0	40	19
	364	0	20	85
	429	0	01	19
	419	0	51	64
	420	0	26	80
	386	0	09	01
	365	0	00	35
	33	0	05	85
	26	0	00	46
	457	0	03	17

[No. O-14016/478/84-GP]

का.आ. 1226.—यतः पेट्रोलियम और खनिज पाइपलाइन (भूमि में उपयोग के अधिकार का अर्जन) अधिनियम 1962 (1962 का 50) की धारा 3 की उपधारा (1) के अधीन भारत सरकार के उर्जा मंत्रालय, पेट्रोलियम विभाग की अधिसूचना का.आ.मं. 4663 तारीख 14-12-84 द्वारा केन्द्रीय सरकार ने उस अधिसूचना से संलग्न अनुसूची में विनिर्दिष्ट भूमियों के उपयोग के अधिकार को पाइप लाइनों को बिछाने के प्रयोजना के लिए अर्जित करने का अपना आग्रह घोषित कर दिया था।

और यतः सक्षम अधिकारी ने उक्त अधिनियम की धारा 6 की उपधारा (1) के अधीन सरकार को रिपोर्ट दे दी है।

और आगे यतः केन्द्रीय सरकार ने उक्त रिपोर्ट पर विचार करने के पश्चात् इस अधिसूचना से संलग्न अनुसूची में विनिर्दिष्ट भूमियों में उपयोग का अधिकार अर्जित करने का विनिश्चय किया है।

अब, अतः, उक्त अधिनियम की धारा 6 की उपधारा (1) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए, केन्द्रीय सरकार एतद्वारा घोषित करती है कि इस अधिसूचना में संलग्न अनुसूची में विनिर्दिष्ट उक्त भूमियों में उपयोग का अधिकार पाइपलाइन बिछाने के प्रयोजन के लिए एतद्वारा अर्जित किया जाता है।

और आगे उस धारा की उपधारा (4) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए, केन्द्रीय सरकार निर्देश देती है कि उक्त भूमियों में उपयोग का अधिकार केन्द्रीय सरकार में निहित होने के बजाय भारतीय गैस प्राधिकरण लि. में सभी बाधाओं से मुक्त रूप में घोषणा के प्रकाशन की इस तारीख से निहित होगा।

अनुसूची

विजय पुर (म.प्र.) से सवाईमाधोपुर (राज.) तक
पाइप लाइन बिछाने के लिए राज्य : राजस्थान जिला : कोटा
तहसील : अट्रू

ग्राम	खसरा नं.	हेक्टर	घार	सेन्टी- घार
1	2	3	4	5
ग्रामली	247	0	01	46
	249	0	07	41
	252	0	00	43
	260	0	01	11
	263	0	01	95
	248	0	16	20
	261	0	12	10
	254	0	05	86
	246	0	15	75
	245	0	63	95
	262	0	00	32
	284	0	03	51
	258	0	13	02
	259	0	03	53
	282	0	22	45
	285	0	18	92
	267	0	04	06
	281	5	25	33
	257	0	04	27

1	2	3	4	5
ग्रामली	253	0	02	50
	283	0	07	79
	268	0	00	92
	288	0	00	08

[सं. ओ-14016/479/84-जोर्पा]

S.O. 1126.—Whereas by notification of the Government of India in the Ministry of Petroleum S. O. 4663 dated 14-12-84 under sub-section (1) of Section 3 of the Petroleum and Minerals Pipelines (Acquisition of Right of User in Land) Act, 1962 (50 of 1962), the Central Government declared its intention to acquire the right of user in the land specified in the schedule appended to that notification for the purpose of laying pipeline;

And whereas the Competent Authority has under Sub-Section (1) of Section 6 of the said Act, submitted report to the Government;

And further whereas the Central Government has, after considering the said report, decided to acquire the right of user in the lands specified in the schedule appended to this notification;

Now, therefore, in exercise of the power conferred by Sub-section (1) of the Section 6 of the said Act, the Central Government hereby declares that the right of user in the said lands specified in the schedule appended to this notification hereby acquired for laying the pipeline;

And further in exercise of power conferred by sub-section (4) of that section, the Central Government directs that the right of user in the said lands shall instead of vesting in Central Government vests from this date of the publication of this declaration in the Gas Authority of India Limited free from encumbrances.

SCHEDULE

Pipeline from Bijaipur (M.P.) to Sawai Madhopur (Raj.).
State : Rajasthan District : Kota Tehsil Atru

Village	Survey No.	Hec- tare	Are	Centi- are
Amla	247	0	01	46
	249	0	07	41
	252	0	00	43
	260	0	01	11
	263	0	01	95
	248	0	16	20
	261	0	12	10
	254	0	05	86
	246	0	15	75
	245	0	63	95
	262	0	00	32
	284	0	03	51
	258	0	13	02
	259	0	03	53
	292	0	22	45
	285	0	18	92
	267	0	04	06
	281	0	23	33
	257	0	04	27
	253	0	02	50
	283	0	07	79
	268	0	00	92
	288	0	00	08

No. O-14016/479/84-GP]

का. आ. 1127.—यतः पेट्रोलियम और खनिज पाइप लाइन (भूमि में उपयोग के अधिकार का अर्जन) अधिनियम, 1962 (1962 का 50) की धारा 3 की उपधारा (1) के अधीन भारत सरकार के ऊर्जा मन्त्रालय, पेट्रोलियम विभाग की अधिसूचना का. आ. सं. 4664 तारीख 14-12-84 द्वारा केन्द्रीय सरकार ने उस अधिसूचना से संलग्न अनुसूची में विनिर्दिष्ट भूमियों के उपयोग के अधिकार को पाइप लाइनों को बिछाने के प्रयोजन के लिए अर्जित करने का अपना आशय घोषित कर दिया था।

और यतः सक्षम प्राधिकारी ने उक्त अधिनियम की धारा 6 की उपधारा (1) के अधीन सरकार को रिपोर्ट दे दी है।

और आगे यतः केन्द्रीय सरकार ने उक्त रिपोर्ट पर विचार करने के पश्चात् इस अधिसूचना से संलग्न अनुसूची में विनिर्दिष्ट भूमियों में उपयोग का अधिकार अर्जित करने का विनिश्चय किया है।

अब, अतः उक्त अधिनियम की धारा 6 की उपधारा (1) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए केन्द्रीय सरकार एतद्वारा घोषित करती है कि इस अधिसूचना में संलग्न अनुसूची में विनिर्दिष्ट उक्त भूमियों में उपयोग का अधिकार पाइप लाइन बिछाने के प्रयोजन के लिए एतद्वारा अर्जित किया जाता है।

और आगे उस धारा की उपधारा (4) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए केन्द्रीय सरकार निर्देश देती है कि उक्त भूमियों में उपयोग का अधिकार केन्द्रीय सरकार में निहित होने के बजाय भारतीय गैस प्राधिकरण लि० में सभी बाधाओं से मुक्त रूप में घोषणा के प्रकाशन की इस तारीख से निहित होगा।

अनुसूची

विजयपुर (म.प्र.) से मवाई माधोपुर (राज.) तक पाइप लाइन बिछाने के लिए राज्य : राजस्थान जिला : कोटा तहसील : अट्रु।

गांव	खसरा नं.	हेक्टर	आर.	सेन्टि- आर
1	2	3	4	5
बगली	66	0	01	11
	69	0	02	92
	72	0	03	53
	285	0	04	38
	412	0	15	83
	17	0	04	43
	62	0	22	61
	61	0	02	44
	26	0	55	05
	59	0	30	69

1	2	3	4	5
बगली	416	0	33	37
	57	0	23	63
	28	0	09	74
	25	0	33	37
	420	0	13	89
	61	0	00	53
	71	0	28	53
	407	0	41	90
	411	0	34	10
	67	0	21	74
	406	0	06	83
	408	0	18	02
	419	0	31	18
	63	0	28	50
	64	0	14	13
	65	0	03	17
	27	0	01	46

[सं. ओ-14016/480/84-जीपी]

S.O. 1127.—Whereas by notification of the Government of India in the Ministry of Petroleum S. O. 4664 dated 14-12-84 under Sub-section (1) of Section 3 of the Petroleum and Minerals Pipelines (Acquisition of Right of User in Land) Act, 1962 (50 of 1962), the Central Government declared its intention to acquire the right of user in the land specified in the schedule appended to that notification for the purpose of laying pipeline;

And whereas the Competent Authority has under Sub-Section (1) of Section 6 of the said Act, submitted report to the Government;

And, further, whereas the Central Government has, after considering the said report, decided to acquire the right of user in the lands specified in the schedule appended to this notification;

Now, therefore, in exercise of the power conferred by Sub-section (1) of or the Section 6 of the said Act, the Central Government hereby declares that the right of user in the said lands specified in the schedule appended to this notification hereby acquired for laying the pipeline;

And further in exercise of the powers conferred by Sub-section (4) of that section, the Central Government directs that the right of user in the said lands shall instead of vesting in Central Government vests from this date of the publication of this declaration in the Gas Authority of India Limited free from encumbrances.

SCHEDULE

Pipeline from Bijaipur (M.P.) to Sawai Madhopur (Raj).
State : Rajasthan : District : Kota Tehsil Atru

Village	Survey No.	Hec- tare	Are	Centi- tiare
1	2	3	4	5
Bagli	66	0	01	11
	69	0	02	92
	72	0	03	53
	285	0	04	38
	412	0	15	83
	17	0	04	43
	62	0	22	61

1	2	3	4	5
Bagli	61	0	02	44
	26	0	55	05
	59	0	30	69
	416	0	33	37
	57	0	23	63
	28	0	09	74
	25	0	33	37
	420	0	13	89
	68	0	00	53
	71	0	28	14
	407	0	41	90
	411	0	34	10
	67	0	21	74
	406	0	06	83
	408	0	18	02
	419	0	31	18
	63	0	28	50
	64	0	14	13
	65	0	03	17
	27	0	01	46

[No. O-14016/480/84 P.G.]

का. आ. 1128.—यत्, पेट्रोलियम और खनिज पाइप लाइन (भूमि में उपयोग के अधिकार का अर्जन) अधिनियम, 1962 (1962 का 50) की धारा 3 की उपधारा (1) के अधीन भारत सरकार के ऊर्जा मंत्रालय, पेट्रोलियम विभाग की अधिसूचना का. आ. सं. 4665 तारीख 14-12-84 द्वारा केन्द्रीय सरकार ने उस अधिसूचना से संलग्न अनुसूची में विनिर्दिष्ट भूमियों के उपयोग के अधिकार को पाइप लाइनों को बिछाने के प्रयोजन के लिए अर्जित करने का अपना आशय घोषित कर दिया था।

और यत् : सक्षम प्राधिकारी ने उक्त अधिनियम की धारा 6 की उपधारा (1) के अधीन सरकार को रिपोर्ट दे दी है।

और आगे यत्: केन्द्रीय सरकार ने उक्त रिपोर्ट पर विचार करने के पश्चात् इस अधिसूचना से संलग्न अनुसूची में विनिर्दिष्ट भूमियों में उपयोग का अधिकार अर्जित करने का विनिश्चय किया है।

अब, अतः उक्त अधिनियम की धारा 6 की उपधारा, (1) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए केन्द्रीय सरकार एतद्वारा घोषित करती है कि इस अधिसूचना में संलग्न अनुसूची में विनिर्दिष्ट उक्त भूमियों में उपयोग का अधिकार पाइपलाइन बिछाने के प्रयोजन के लिए एतद्वारा अर्जित किया जाता है।

और आगे उस धारा की उपधारा (4) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए केन्द्रीय सरकार निवेदन देती है कि उक्त भूमियों में उपयोग का अधिकार केन्द्रीय सरकार में निहित होने के बजाय भारतीय गैस प्राधिकरण लि. में सभी बाधाओं से मुक्त रूप में घोषणा के प्रकाशन की इस तारीख से निहित होगा।

1647 GI/84—4

अनुसूची

बिजय पुर (म.प्र.) से सवाई माधोपुर (राज.) तक पाइप लाइन बिछाने के लिए राज्य : राजस्थान जिला : कोटा तहसील : अटक

गांव	खसरा नं.	हेक्टर	आर	सेन्टी
			आर	
1	2	3	4	5
चरडाना	102	0	26	55
	104	0	23	87
	105	0	32	40
	108	0	34	45
	110	0	03	48
	111	0	06	79
	101	0	02	92
	109	0	06	96

[सं. O-14016/481/84—जीपी]

S.O. 1128.—Whereas by notification of the Government of India in the Ministry of Petroleum S. O. 4665 dated 14-12-84 under Sub-section (1) of Section 3 of the Petroleum and Minerals Pipelines (Acquisition of Right of User in Land) Act, 1962 (50 of 1962), the Central Government declared its intention to acquire the right of user in the land specified in the schedule appended to that notification for the purpose of laying pipeline;

And whereas the Competent Authority has under Sub-section (1) of Section 6 of the said Act, submitted report to the Government;

And further whereas the Central Government has, after considering the said report, decided to acquire the right of user in the lands specified in the schedule appended to this notification;

Now, therefore, in exercise of the power conferred by Sub-section (1) of the Section 6 of the said Act, the Central Government hereby declares that the right of user in the said lands specified in the schedule appended to this notification hereby acquired for laying the pipeline;

And further in exercise of the powers conferred by Sub-section (4) of that section, the Central Government directs that the right of user in the said lands shall instead of vesting in Central Government vests from this date of the publication of this declaration in the Gas Authority of India Limited free from encumbrances.

SCHEDULE

Pipeline from Bijapur (M.P.) to Sawai Madhopur (Raj.).

State : Rajasthan District : Kota Tehsil : A

Village	Survey No.	Hec-tare	Are	Centiare
Chardana	102	0	26	55
	104	0	23	87
	105	0	32	40
	108	0	34	45
	110	0	03	48
	111	0	06	79
	101	0	02	92
	199	0	06	96

[No. O-14016/481/84-GP]

का. भा. 1129.—यतः पेट्रोलियम और खनिज पाइप लाइन (भूमि में उपयोग के अधिकार का अर्जन) अधिनियम 1962 (1962 का 50) की धारा 3 की उपधारा (1) के अधीन भारत सरकार के पेट्रोलियम मंत्रालय की अधिसूचना का. भा. सं० 4666 तारीख 14-12-84 द्वारा केन्द्रीय सरकार ने उस अधिसूचना से संलग्न अनुसूची में विनिर्दिष्ट भूमियों के उपयोग के अधिकार को पाइप लाइनों को बिछाने के प्रयोजन के लिए अर्जित करने का अपना आशय घोषित कर दिया था।

और यतः सक्षम प्राधिकारी ने उक्त अधिनियम की धारा 6 की उपधारा (1) के अधीन सरकार को रिपोर्ट दे दी है।

और आगे यतः केन्द्रीय सरकार ने उक्त रिपोर्ट पर विचार करने के पश्चात् इस अधिसूचना से संलग्न अनुसूची में विनिर्दिष्ट भूमियों में उपयोग का अधिकार अर्जित करने का निश्चय किया है।

अब, अतः उक्त अधिनियम की धारा 6 की उपधारा, (1) द्वारा प्रदत्त शक्ति का प्रयोग करते हुए केन्द्रीय सरकार एतद्वारा घोषित करती है कि इस अधिसूचना में संलग्न अनुसूची में विनिर्दिष्ट उक्त भूमियों में उपयोग का अधिकार पाइप लाइन बिछाने के प्रयोजन के लिए एतद्वारा अर्जित किया जाता है।

और आगे उस धारा की उपधारा (4) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए केन्द्रीय सरकार निर्देश देती है कि उक्त भूमियों में उपयोग का अधिकार केन्द्रीय सरकार में निहित होने के बजाय भारतीय गैस प्राधिकरण लि० में सभी बाधाओं से मुक्त रूप में घोषणा के प्रकाशन की इस तारीख से निहित होगा

अनुसूची

बिजयपुर (म. प्र.) से सवाई माधोपुर (राज.) तक पाइप लाइन बिछाने के लिए राज्य राजस्थान जिला कोटा तहसील अटूर

गांव	खसरा नं.	हेक्टर	आर	सेन्टीआर
1	2	3	4	5
अरनाद	834	0	02	92
	824	0	02	02
	804	0	10	86
	802	0	02	31
	762	0	03	65
	755	0	01	21
	756	0	09	13
	752	0	39	57
	724	0	03	68
	732	0	01	19
	825	0	35	81

1	2	3	4	5
	827	0	26	98
	809	0	45	73
	727	0	07	81
	731	0	43	83
	775	0	02	40
	758	0	24	44
	771	0	01	70
	808	0	08	28
	828	0	00	79
	750	0	01	47
	754	0	00	08
	757	0	25	33
	759	0	00	66
	823	0	04	87
	811	0	00	58
	821	0	59	17
	733	0	31	93
	822	0	11	50
	730	0	16	18
	803	0	07	90
	805	0	07	80
	807	0	01	46
	753	0	03	65
	770	0	04	14
	826	0	02	19
	391	0	00	37
	729	0	01	90
	728	0	00	55
	734	0	04	12

[सं०-ओ० 14016/482/84-जी०पी०]

S.O. 1129.—Whereas by notification of the Government of India in the Ministry of Petroleum S. O. 4666 date 14-12-84 under sub-section (1) of Section 3 of the Petroleum and Minerals Pipelines (Acquisition of Right of User in Land) Act, 1962 (50 of 1962), the Central Government declared its intention to acquire the right of user in the land specified in the schedule appended to that notification for the purpose of laying pipeline;

And whereas the Competent Authority has under Section (1) of Section 6 of the said Act, submitted report to the Government;

And further whereas the Central Government has, after considering the said report, decided to acquire the right of user in the lands specified in the schedule appended to this notification;

Now, therefore, in exercise of the power conferred by sub-section (1) of the Section 6 of the said Act, the Central Government hereby declares that the right of user in the said lands specified in the schedule appended to this notification hereby acquired for laying the pipeline;

And further in exercise of power conferred by sub-section (4) of that section, the Central Government directs that the right of user in the said lands shall instead of vesting in Central Government vests from this date of the publication of this declaration in the Gas Authority of India Limited free from encumbrances.

SCHEDULE

Pipeline from Bijaipur (M.P.) to Sawai Madhopur (Raj.)
State : Rajasthan District : Kota Tehsil : Atru

Village	Survey No.	Hec- tare	Are	Cen- tiare
Arnad	834	0	02	92
	824	0	02	02
	804	0	10	86
	802	0	02	31
	762	0	03	65
	755	0	01	21
	756	0	09	13
	752	0	39	57
	724	0	03	68
	732	0	01	19
	825	0	35	81
	827	0	26	98
	809	0	45	73
	727	0	07	81
	731	0	43	83
	775	0	02	40
	758	0	24	44
	771	0	01	70
	808	0	08	28
	828	0	00	79
	750	0	10	47
	754	0	00	08
	757	0	25	33
	759	0	00	66
	823	0	04	87
	811	0	00	58
	821	0	59	17
	733	0	31	93
	822	0	11	50
	730	0	16	18
	803	0	07	90
	805	0	07	80
	807	0	01	46
	753	0	03	65
	770	0	04	14
	826	0	02	19
	391	0	00	37
	729	0	01	90
	728	0	00	55
	734	0	04	12

[No. O—14016/482/84-GP]

का० आ० 1130.—यतः पेट्रोलियम और खनिज पाइप-
लाइन (भूमि में उपयोग के अधिकार का अर्जन) अधिनियम
962 (1962 का 50) की धारा 3 की उपधारा (1)
अधीन भारत सरकार के पेट्रोलियम मंत्रालय की अधिसूचना
नं. आ. सं० 4660 से तारीख 14-12-84 द्वारा केन्द्रीय
सरकार ने उस अधिसूचना में संलग्न अनुसूची में विनिर्दिष्ट
भूमियों के उपयोग के अधिकार को पाइप लाइनों को बिछाने
के प्रयोजन के लिए अर्जित करने का अपना आणव्य घोषित
र दिया था।

और यतः सक्षम प्राधिकारी ने उक्त अधिनियम की धारा
6 की उपधारा (1) के अधीन सरकार को रिपोर्ट दे दी है।

और आगे यतः केन्द्रीय सरकार ने उक्त रिपोर्ट पर विचार
करने के पश्चात् इस अधिसूचना से संलग्न अनुसूची में
विनिर्दिष्ट भूमियों में उपयोग का अधिकार अर्जित करने का
विनिश्चय किया है।

अब, अतः उक्त अधिनियम की धारा 6 की उपधारा
(1) द्वारा प्रदत्त शक्ति का प्रयोग करते हुए केन्द्रीय
सरकार एतद्वारा घोषित करती है कि इस अधिसूचना
में संलग्न अनुसूची में विनिर्दिष्ट उक्त भूमियों में उपयोग
का अधिकार पाइपलाइन बिछाने के प्रयोजन के लिए
एतद्वारा अर्जित किया जाता है।

और आगे उस धारा की उपधारा (4) द्वारा प्रदत्त
शक्तियों का प्रयोग करते हुए केन्द्रीय सरकार निर्देश देती है कि
उक्त भूमियों में उपयोग का अधिकार केन्द्रीय सरकार में
निहित होने के बजाय भारतीय गैस प्राधिकरण लि. में
सभी बाधाओं से मुक्त रूप में घोषणा के प्रकाशन की इस
तारीख से निहित होगा।

अनुसूची

बिजयपुर (म. प्र.) से सवाई माधोपुर (राज.) तक पाइप
लाइन बिछाने के लिए राज्य रास्थान जिला कोटा तहसील
अट्रु

गांव	खसरा नं.	हेक्टर	आर	सेन्टी आर
1	2	3	4	5
अट्रु खास	20	0	10	37
	31	0	27	19
	56	0	02	68
	100	0	03	90
	97	0	08	85
	360	0	01	71
	549	0	01	83
	926	0	03	65
	540	0	14	46
	734	0	10	23
	149	0	09	18
	30	0	17	65
	722	0	01	48
	717	0	01	50
	705	0	01	58
	931	0	19	24
	15	0	18	03
	363	0	03	16
	364	0	06	34

1	2	3	4	5	1	2	3	4	5
भटस खास	543	0	12	65	720	0	44	78	
	932	0	24	60	58	0	04	51	
	152	0	08	86	86	0	16	20	
	713	0	63	29	117	0	06	47	
	99	0	29	23	973	0	02	16	
	726	0	13	64	975	0	02	96	
	718	0	13	89	976	0	01	79	
	548	0	22	65	148	0	00	08	
	938	0	03	41	155	0	09	01	
	84	0	00	36	32	0	00	08	
	98	0	40	92	95	0	00	67	
	541	0	10	96	110	0	00	24	
	542	0	42	02					
	16	0	06	21					
	114	0	70	87					
	359	0	15	10					
	357	0	36	05					
	150	0	07	93					
	151	0	09	65					
	153	0	23	25					
	925	0	43	36					
	85	0	38	20					
	970	0	12	42					
	972	0	12	18					
	365	0	20	71					
	88	0	02	76					
	967	0	10	72					
	966	0	19	65					
	964	0	08	60					
	547	0	15	59					
	927	0	61	87					
	719	0	10	72					
	14	0	30	45					
	82	0	00	05					
	974	0	04	14					
	91	0	39	22					
	89	0	24	53					
	1	0	00	20					
	67	0	03	45					
	119	0	23	61					
	721	0	03	44					
	736	0	08	53					
	156	0	22	90					
	112	0	26	31					
	113	0	41	90					
	8	0	30	08					

[सं. O--14016/484/84--जी० पी०]

S.O. 1130.—Whereas by notification of the Government of India in the Ministry of Petroleum S. O. 4668 dated 14-12-84 under sub-section (1) of Section 3 of the Petroleum and Minerals Pipelines (Acquisition of Right of User in Land) Act, 1962 (50 of 1962), the Central Government declared its intention to acquire the right of user in the land specified in the schedule appended to that notification for the purpose of laying pipeline;

And whereas the Competent Authority has under Sub-Section (1) of Section 6 of the said Act, submitted report to the Government;

And further whereas the Central Government has, after considering the said report, decided to acquire the right of user in the lands specified in the schedule appended to this notification;

Now, therefore, in exercise of the power conferred by sub-section (1) of the Section 6 of the said Act, the Central Government hereby declares that the right of user in the said lands specified in the schedule appended to this notification hereby acquired for laying the pipeline;

And further in exercise of power conferred by sub-section (4) of that section, the Central Government directs that the right of user in the said lands shall instead of vesting in Central Government vests from this date of the publication of this declaration in the Gas Authority of India Limited free from encumbrances.

SCHEDULE

Pipeline from Bijapur (M.P.) to Sawai Madhupur (Raj.)
State : Rajasthan District : Kota Tehsil : Atru

Village	Survey No.	Hec- tare	Arc tiare	Cen tiare
1	2	3	4	5
Atru Khas	20	0	10	37
	31	0	27	19
	56	0	02	68
	100	0	03	90
	97	0	08	85
	360	0	01	71
	549	0	01	83
	926	0	03	65
	540	0	14	86
	734	0	10	23
	149	0	09	18
	30	0	17	65
	722	0	01	48

1	2	3	4	5
Atru Khas	717	0	01	50
	705	0	01	58
	931	0	19	24
	15	0	18	03
	363	0	03	16
	364	0	06	34
	543	0	12	65
	932	0	24	60
	152	0	08	86
	713	0	63	29
	99	0	29	23
	726	0	13	64
	718	0	13	89
	548	0	22	65
	938	0	03	41
	84	0	00	36
	98	0	40	92
	541	0	10	96
	542	0	42	02
	16	0	06	21
	114	0	70	87
	359	0	15	10
	357	0	36	05
	150	0	07	93
	151	0	09	65
	153	0	23	25
	925	0	43	36
	85	0	38	20
	970	0	12	42
	972	0	12	18
	365	0	20	71
	88	0	02	76
	967	0	10	72
	966	0	19	65
	964	0	08	60
	547	0	15	59
	927	0	61	87
	719	0	10	72
	14	0	30	45
	82	0	00	05
	974	0	04	14
	91	0	39	22
	89	0	24	53
	1	0	00	20
	67	0	03	45
	119	0	23	61
	721	0	03	44
	736	0	08	53
	156	0	22	90
	112	0	26	31
	113	0	41	90
	8	0	30	08
	720	0	44	78
	58	0	04	51
	86	0	16	20
	117	0	06	47
	973	0	02	16
	975	0	02	96
	976	0	01	79
	148	0	00	08
	155	0	09	01
	32	0	00	08
	95	0	00	67
	110	0	00	24

का. आ. 1131.—यतः पेट्रोलियम और खनिज पाइपलाइन (भूमि में उपयोग के अधिकार का अर्जन) अधिनियम 1962 (1962 का 50) की धारा 3 की उपधारा (1) के अधीन भारत सरकार के पेट्रोलियम मंत्रालय की अधिसूचना का. आ. सं. 423 तारीख 14-1-85 द्वारा केन्द्रीय सरकार ने उस अधिसूचना से संलग्न अनसूची में विनिर्दिष्ट भूमियों के उपयोग के अधिकार को पाइप लाइनों को बिछाने के प्रयोजन के लिए अर्जित करने का अपना आशय घोषित कर दिया था।

और यतः सक्षम प्राधिकारी ने उक्त अधिनियम की धारा 6 की उपधारा (1) के अधीन सरकार को रिपोर्ट दे दी है। और आगे यतः केन्द्रीय सरकार ने उक्त रिपोर्ट पर विचार करने के पश्चात् इस अधिसूचना से संलग्न अनसूची में विनिर्दिष्ट भूमियों में उपयोग का अधिकार अर्जित करने का विनिश्चय किया है।

अब, अतः उक्त अधिनियम की धारा 6 की उपधारा, (1) द्वारा प्रदत्त शक्ति का प्रयोग करते हुए केन्द्रीय सरकार एतद्द्वारा घोषित करती है कि इस अधिसूचना में संलग्न अनसूची में विनिर्दिष्ट उक्त भूमियों में उपयोग का अधिकार पाइपलाइन बिछाने के प्रयोजन के लिए एतद्द्वारा अर्जित किया जाता है।

और आगे उस धारा की उपधारा (4) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए केन्द्रीय सरकार निर्देश देती है कि उक्त भूमियों में उपयोग का अधिकार केन्द्रीय सरकार में निहित होने के बजाय भारतीय गैस प्राधिकरण लि. में सभी बाधाओं से मुक्त रूप में घोषणा के प्रकाशन की इस तारीख से निहित होगा।

अनसूची

विजयपुर (म. प्र.) से सवाई माधोपुर (राज.) तक पाइप लाइन बिछाने के लिए
राज्य : राजस्थान जिला : कोटा तहसील : अटार

गांव	खसरा नं.	हेक्टर	आर	सेंटी-आर
1	2	3	4	5
खेडलीवासला	11	0	09	17
	14	0	33	46
	17	0	32	81
	12/1	0	36	77
	12/2	0	15	09
	10	0	24	23
	15	0	13	17
	13/1	0	10	87
	16/327	0	01	53
	18	0	07	06
	82	0	20	93
	81	0	61	27
	113	0	06	51

1	2	3	4	5	SCHEDULE				
खंडलीबाल (जारी)	80	0	03	25	Pipeline from Bijapur (M.P.) to Sawai Madhopur (Raj.)				
	116	0	25	62	State : Rajasthan District : Kota Tehsil : Atru				
	115	0	08	94					
	118	0	01	43					
	2229	0	28	81					
	199	0	17	87					
	120	0	10	47					
	130	0	48	69					
	138	0	07	06					
	149	0	56	21					
	150	0	30	69					
	183	0	01	38					
	178	0	02	00					
	179	0	04	16					
	180	0	23	39					
	146	0	00	94					
	122	0	00	94					
	181	0	65	47					
	182	0	03	73					
	173	0	04	65					
	298	0	31	05					
	305	0	18	82					
	306	0	04	04					
	310	0	46	41					
	311	0	24	46					
	312	0	08	23					
	297	0	06	12					

[सं. O-14016/547/84-जी.पी.]

S.O. 1131.—Whereas by notification of the Government of India in the Ministry of Petroleum S. O. 423 dated 14-1-85 under sub-section (1) of Section 3 of the Petroleum and Minerals Pipelines (Acquisition of Right of User in Land) Act, 1962 (50 of 1962), the Central Government declared its intention to acquire the right of user in the lands specified in the Schedule appended to that notification for the purpose of laying pipeline;

And whereas the Competent Authority has under Sub-Section (1) of Section 6 of the said Act, submitted report to the Government;

And further whereas the Central Government has, after considering the said report, decided to acquire the right of user in the lands specified in the Schedule appended to this notification;

Now, therefore, in exercise of the power conferred by sub-section (1) of Section 6 of the said Act, the Central Government hereby declares that the right of user in the said lands specified in the Schedule appended to this notification hereby acquired for laying the pipeline;

And further in exercise of power conferred by sub-section (4) of that section, the Central Government directs that the right of user in the said lands shall instead of vesting in Central Government vest from this date of the publication of this declaration in the Gas Authority of India Limited free from encumbrances.

Pipeline from Bijapur (M.P.) to Sawai Madhopur (Raj.)
State : Rajasthan District : Kota Tehsil : Atru

Village	Survey No	Hec-tare	Arc	Cen-tiare
Khedlibasala	11	0	09	17
	14	0	33	46
	17	0	32	81
	12/1	0	36	77
	12/2	0	15	09
	10	0	24	23
	15	0	13	17
	13/1	0	10	87
	16/327	0	01	53
	18	0	07	06
	82	0	20	93
	81	0	61	27
	113	0	06	51
	80	0	03	25
	16	0	25	62
	115	0	08	94
	118	0	01	43
	299	0	28	81
	119	0	17	37
	120	0	10	47
	130	0	48	69
	138	0	07	06
	149	0	56	21
	150	0	30	69
	183	0	01	38
	178	0	02	00
	179	0	04	16
	180	0	23	39
	146	0	00	94
	122	0	00	94
	181	0	65	47
	182	0	03	73
	173	0	04	65
	298	0	31	05
	305	0	18	82
	306	0	04	04
	310	0	46	41
	311	0	24	46
	312	0	08	23
	297	0	06	12

[No. O-14016/547/84-GP]

का. आ. 1132.—यतः पेट्रोलियम और खनिज पाइप-लाइन (भूमि में उपयोग के अधिकार का अर्जन) अधिनियम, 1962 (1962 का 50) की धारा 3 की उपधारा (1) के अधीन भारत सरकार के पेट्रोलियम मंत्रालय, को अधिसूचना का.आ.सं० 436 तारीख 14-1-85 द्वारा केन्द्रीय सरकार ने उस अधिसूचना से संलग्न अनुसूची में विनिर्दिष्ट भूमियों में उपयोग के अधिकार को पाइप लाइनों को बिछाने के प्रयोजन के लिए अर्जित करने का अपना आशय घोषित कर दिया था।

और यतः सक्षम प्राधिकारी ने उक्त अधिनियम की धारा 6 की उपधारा (1) के अधीन सरकार को रिपोर्ट दे दी है।

और आगे यतः केन्द्रीय सरकार ने उक्त रिपोर्ट पर विचार करने के पश्चात् इस अधिसूचना से संलग्न अनुसूची में विनिर्दिष्ट भूमियों में उपयोग का अधिकार अर्जित करने का विनिश्चय किया है।

अब, अतः उक्त अधिनियम की धारा 6 की उपधारा (1) द्वारा प्रदत्त शक्ति का प्रयोग करते हुए, केन्द्रीय सरकार एतद्वारा घोषित करती है कि इस अधिसूचना से संलग्न अनुसूची में विनिर्दिष्ट उक्त भूमियों में उपयोग का अधिकार पाइपलाइन बिछाने के प्रयोजन के लिए एतद्वारा अर्जित किया जाता है।

और आगे उस धारा की उपधारा (4) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए, केन्द्रीय सरकार निर्देश देती है कि उक्त भूमियों में उपयोग का अधिकार केन्द्रीय सरकार में निहित होने के बजाय भारतीय गैस प्राधिकरण लिमिटेड में सभी बाधाओं से मुक्त रूप में घोषणा के प्रकाशन की इस तारीख से निहित होगा।

अनुसूची

विजयपुर (म.प्र.) से सवाई माधोपुर (राज.) में पाईप लाइन बिछाने के लिए

राज्य राजस्थान	जिला कोटा	तहसील अटूर		
गांव	खसरा नं.	हेक्टर	आर	सेंटीआर
निमोदा	41	0	48	92
	44	0	23	52
	44/449	0	05	88

[सं. O-14016/560/84-जी.पी.]

S.O. 1132.—Whereas by notification of the Government of India in the Ministry of Petroleum S. O. 436, dated 14-1-85 under sub-section (1) of Section 3 of the Petroleum and Minerals Pipelines, (Acquisition of Right of User in Land) Act, 1962 (50 of 1962), the Central Government declared its intention to acquire the right of user in the lands specified in the Schedule appended to that notification for the purpose of laying pipeline;

And whereas the Competent Authority has under Sub-Section (1) of Section 6 of the said Act, submitted report to the Government;

And further whereas the Central Government has, after considering the said report, decided to acquire the right of user in the land specified in the Schedule appended to this notification;

Now, therefore, in exercise of the power conferred by sub-section (1) of Section 6 of the said Act, the Central Government hereby declares that the right of user in the said lands specified in the schedule appended to this notification hereby acquired for laying the pipeline;

And further in exercise of power conferred by sub-section (4) of that section, the Central Government directs that the right of user in the said lands shall instead of vesting in Central Government vest from this date of the publication of this declaration in the Gas Authority of India Limited free from encumbrances.

SCHEDULE

Pipeline from Bijapur (M.P.) to Sawai Madhopur (Raj.)

State : Rajasthan	District : Kota	Tehsil : Atru		
Village	Survey No.	Hec-tare	Are	Centiare
Nimoda	41	0	48	92
	44	0	23	52
	44/449	0	05	88

[No. O-14016/560/84-GP]

का. आ. 1133.—यतः पेट्रोलियम और खनिज पाइप लाइन (भूमि में उपयोग के अधिकार का अर्जन) अधिनियम, 1962 (1962 का 50) की धारा 3 की उपधारा (1) के अधीन भारत सरकार के ऊर्जा मंत्रालय, पेट्रोलियम विभाग को अधिसूचना का. अ. सं. 430 तारीख 14-1-85 द्वारा केन्द्रीय सरकार ने उस अधिसूचना में संलग्न अनुसूची में विनिर्दिष्ट भूमियों में उपयोग के अधिकार को पाइप लाइनों को बिछाने के प्रयोजन के लिए अर्जित करने का अपना आशय घोषित कर दिया था।

और यतः समक्ष प्राधिकारी ने उक्त अधिनियम की धारा 6 की उपधारा (1) के अधीन सरकार को रिपोर्ट दे दी है।

और आगे यतः केन्द्रीय सरकार ने उक्त रिपोर्ट पर विचार करने के पश्चात् इस अधिसूचना से संलग्न में अनुसूची नि-विर्दिष्ट भूमियों में उपयोग का अधिकार अर्जित करने का विनिश्चय किया है।

अब, अतः उक्त अधिनियम की धारा 6 की उपधारा (1) द्वारा प्रदत्त शक्ति का प्रयोग करते हुए केन्द्रीय सरकार एतद्वारा घोषित करती है कि इस अधिसूचना में संलग्न अनुसूची में विनिर्दिष्ट उक्त भूमियों में उपयोग का अधिकार पाइपलाइन बिछाने के प्रयोजन के लिए एतद्वारा अर्जित किया जाता है।

और आगे उस धारा की उपधारा (4) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए केन्द्रीय सरकार निर्देश देती है कि उक्त भूमियों में उपयोग का अधिकार केन्द्रीय सरकार में निहित होने के बजाय भारतीय गैस प्राधिकरण लि. में सभी बाधाओं से मुक्त रूप में घोषणा के प्रकाशन की इस तारीख से निहित होगा।

अनुसूची

विजयपुर (म. प्र.) से सवाई माधोपुर (राज.) तक पाईप लाइन बिछाने के लिए

राज्य राजस्थान	जिला कोटा	तहसील अटूर		
गांव	खसरा नं.	हेक्टर	आर	सेंटीआर
वडा	51	0	02	35
	15	0	34	94
	63	0	29	63

1	2	3	4	5
वक्का-जारी	60	0	54	10
	55	0	83	97
	14	0	42	33
	16	0	05	51
	10	0	99	62
	64	0	55	98
	11	0	02	82
	59	0	04	70
	13	0	03	28

[सं. 0-14016/561/84-जीपी]

S.O. 1133.—Whereas by notification of the Government of India in the Ministry of Petroleum S. O. 430 dated 14-1-85 under sub-section (1) of Section 3 of the Petroleum and Minerals Pipelines (Acquisition of Right of User in Land) Act, 1962 (50 of 1962), the Central Government declared its intention to acquire the right of user in the land specified in the schedule appended to that notification for the purpose of laying pipeline;

And whereas the Competent Authority has under Sub-Section (1) of Section 6 of the said Act, submitted report to the Government;

And further whereas the Central Government has, after considering the said report, decided to acquire the right of user in the lands specified in the schedule appended to this notification;

Now, therefore, in exercise of the power conferred by sub-section (1) of the Section 6 of the said Act, the Central Government hereby declares that the right of user in the said lands specified in the schedule appended to this notification hereby acquired for laying the pipeline;

And further in exercise of power conferred by sub-section (4) of that section, the Central Government directs that the right of user in the said lands shall instead of vesting in Central Government vests from this date of the publication of this declaration in the Gas Authority of India Limited free from encumbrances.

SCHEDULE

Pipeline from Bijapur (M.P.) to Sawai Madhopur (Raj.)

State : Rajasthan District : Kota Tehsil : Atru

Village	Survey No.	Hec-tare	Are	Cen-tiare
Dara	51	0	02	35
	15	0	34	94
	63	0	29	63
	60	0	54	10
	55	0	83	97
	14	0	42	33
	16	0	05	51
	10	0	99	62
	64	0	55	98
	11	0	02	82
	59	0	04	70
	13	0	03	28

[No. 0-14016/561/84-GP]

का. आ. 1134.—यतः पेट्रोलियम और खनिज पाइप लाइन (भूमि में उपयोग के अधिकार का अर्जन) अधिनियम, 1962 (1962 का 50) की धारा 3 की उपधारा (1) के अधीन भारत सरकार के पेट्रोलियम मंत्रालय की अधिसूचना का. आ. सं. 421 तारीख 14-1-85 द्वारा केन्द्रीय सरकार ने उस अधिसूचना से संलग्न अनुसूची में विनिर्दिष्ट भूमियों के उपयोग के अधिकार को पाइप लाइनों को बिछाने के प्रयोजन के लिए अर्जित करने का अपना आशय घोषित कर दिया था।

और यतः सक्षम प्राधिकारी ने उक्त अधिनियम की धारा 6 की उपधारा (1) के अधीन सरकार को रिपोर्ट दे दी है।

और आगे यतः केन्द्रीय सरकार ने उक्त रिपोर्ट पर विचार करने के पश्चात् इस अधिसूचना से संलग्न अनुसूची से विनिर्दिष्ट भूमियों में उपयोग का अधिकार अर्जित करने का विनिश्चय किया है।

अब, अतः उक्त अधिनियम की धारा 6 की उपधारा (1) द्वारा प्रदत्त शक्ति का प्रयोग करते हुए केन्द्रीय सरकार एतद्वारा घोषित करती है कि इस अधिसूचना में संलग्न अनुसूची में विनिर्दिष्ट उक्त भूमियों में उपयोग का अधिकार पाइपलाइन बिछाने के प्रयोजन के लिए एतद्वारा अर्जित किया जाता है।

और आगे उस धारा की उपधारा (4) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए केन्द्रीय सरकार निवेदन देती है कि उक्त भूमियों में उपयोग का अधिकार केन्द्रीय सरकार में निहित होने के बजाय तेल एवं प्राकृतिक भारतीय गैस प्राधिकरण में सभी बाधाओं से मुक्त रूप में खोपणा के प्रकाशन की इस तारीख से निहित होगा।

अनुसूची

बिजयपुर (म.प्र.) से सवाईमाधोपुर (राज.) तक पाइप लाइन बिछाने के लिए राज्य राजस्थान जिला कोटा तहसील अट्रु

गांव	खगारा नं.	हेक्टर	आर सेंटीआर
बल्लेवपुरा	80	0	00 37
	81	0	04 23
	33	0	01 29
	5	0	13 29
	6	0	60 56
	21	0	74 32
	38	0	20 02
	37	0	20 13
	39	0	86 14
	79	0	06 35
	78	0	22 56

[सं. 0-14016/562-84-जीपी]

S.O. 1134.—Whereas by notification of the Government of India in the Ministry of Petroleum S. O. 421 dated 14-1-85 under sub-section (1) of Section 3 of the Petroleum and Minerals Pipelines (Acquisition of Right of User in Land) Act, 1962 (50 of 1962), the Central Government declared its intention to acquire the right of user in the land specified in the schedule appended to that notification for the purpose of laying pipeline;

And whereas the Competent Authority has under Sub-Section (1) of Section 6 of the said Act, submitted report to the Government;

And further whereas the Central Government has, after considering the said report, decided to acquire the right of user in the lands specified in the schedule appended to this notification;

Now, therefore, in exercise of the power conferred by sub-section (1) of the Section 6 of the said Act, the Central Government hereby declares that the right of user in the said lands specified in the schedule appended to this notification hereby acquired for laying the pipeline;

And further in exercise of power conferred by sub-section (4) of that section, the Central Government directs that the right of user in the said lands shall instead of vesting in Central Government vests from this date of the publication of this declaration in the Gas Authority of India Limited free from encumbrances.

SCHEDULE

Pipeline from Bijaipur (M.P.) to Sawai Madhopur (Raj.)
State : Rajasthan District : Kota Tehsil : Atru

Village	Survey No.	Hec- tare	Are	Cent- tiare
Baldev Pura	80	0	00	37
	81	0	04	23
	33	0	01	29
	5	0	13	29
	6	0	60	56
	21	0	74	32
	38	0	20	02
	37	0	20	13
	39	0	85	14
	79	0	06	35
	78	0	22	56

[No. O-14016/562/84-GP]

का. आ. 1135.—यतः केन्द्रीय सरकार को यह प्रतीत होता है कि लोकहित में यह आवश्यक है कि मध्य प्रदेश राज्य में हजीरा-बरेली से जगदीशपुर तक पेट्रोलियम के परिवहन के लिये पाईप लाइन भारतीय गैस प्राधिकरण लि. द्वारा बिछाई जानी चाहिये।

और यतः यह प्रतीत होता है कि ऐसी लाईनों को बिछाने के प्रयोजन के लिये एतदुपाय अनुसूची में वर्णित भूमि में उपयोग का अधिकार अर्जित करना आवश्यक है।

अतः अब पेट्रोलियम और खनिज पाईप लाइन (भूमि में उपयोग के अधिकार का अर्जन) अधिनियम, 1962 (1962 का 50) की धारा 3 की उपधारा (1) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए केन्द्रीय सरकार ने उसमें उपयोग का अधिकार अर्जित करने का अपना आशय एतद्वारा घोषित किया है।

1647 GI/84-5

वर्तते कि उक्त भूमि में हितवद्ध कोई व्यक्ति, उस भूमि के नीचे पाईप लाइन बिछाने के लिए आक्षेप नज़म प्राधिकारी, तेल तथा प्राकृतिक गैस आयोग, एच. बी. जे. पाईप लाइन 45, सु.प. नगर सावर रोड, उज्जैन (म.प्र.), 456001 को इस अधिसूचना की तारीख से 21 दिनों के भीतर कर सकेगा।

और ऐसा आक्षेप करने वाला हर व्यक्ति विनिर्दिष्टतः यह भी कथन करेगा कि क्या वह यह चाहता है कि उसकी सुनवाई व्यक्तिगत हो या किसी विधि व्यवसायी की मार्फत।

एच. बी. जे. गैस पाईप लाइन प्रोजेक्ट

ग्राम ग्राम खेड़ा (नई सराय) तहसील अशोकनगर राज्य (मध्य-प्रदेश)

अनुसूची

अनु. क्र.	खसरा नं.	उपयोग के अधिकार का अर्जन का क्षेत्र (हेक्टर में)
1	2	3
1.	315	0.073
2.	316	0.178
3.	313	0.326
4.	312	0.073
5.	308	0.010
6.	306	0.021
7.	304	0.324
8.	296	0.031
9.	295	0.397
10.	294/2	0.042
11.	293	0.209
12.	102	0.115
13.	104/1	0.627
14.	107	0.021
15.	159/1	0.418
16.	150	0.050
17.	147/1	0.178
18.	142	0.042
19.	140	0.439
20.	138	0.042
21.	114/3	0.512
22.	118	0.376
23.	114/2	0.042
24.	114/722	0.031
25.	139	0.101
26.	157	0.125
27.	158	0.052
28.	289	0.199
29.	292	0.042

1	2	3	1 2	3
			8. 296	0.031
30.	305	0. 199	9. 295	0.397
31.	310	0. 335	10. 294/2	0.042
32.	159/2	0. 031	11. 293	0.209
33.	317	0. 178	12. 102	0.115
34.	338	0. 101	13. 104/1	0.627
35.	320	0. 168	14. 107	0.021
36.	321	0. 021	15. 159/1	0.418
37.	311	0. 010	16. 150	0.050
38.	285	0. 031	17. 147/1	0.178
39.	104/2	0. 094	18. 142	0.042
40.	106/1	0. 042	19. 140	0.439
41.	147/2	0. 010	20. 138	0.042
42.	136	0. 031	21. 114/2	0.572
43.	115	0. 042	22. 118	0.376
			23. 114/2	0.042
			24. 114/722	0.031
			25. 139	0.010
			26. 157	0.125
			27. 158	0.052
			28. 289	0.199
			29. 292	0.042
योग : कुल क्षेत्रफल		5. 938		

[सं. O-14016/139/85-जी. पी.]

एम. एस. श्रीनिवासन, उप सचिव

S.O. 1135.—Whereas it appears to the Central Government that it is necessary in the public interest that for the transport of petroleum from Hazira—Barilly to Jagdishpur in Madhya Pradesh State pipe line should be laid by the Gas Authority of India Limited.

And whereas it appears that for the purpose of laying such pipeline, it is necessary to acquire the right of user in the land described in the schedule annexed hereto;

Now, therefore, in exercise of the powers conferred by sub-section (1) of the Section 3 of the Petroleum and Minerals Pipelines (Acquisition of Right of User in the Land) Act 1962 (50 of 1962) the Central Government hereby declares its intention to acquire the right of user therein :

Provided that any person interested in the said land may, within 21 days from the date of this notification, object to the laying of the pipeline under the land to the Competent Authority, Oil & Natural Gas Commission, HBJ Gas Pipe Line, 45, Subhash Nagar, Sanwer Road, Ujjain (M.P.) ;

And every person making such an objection shall also state specifically whether he wishes to be heard in person or by legal practitioner.

HBJ Gas Pipeline Project

Village Aam Kheda (Nai Sarai) Tehsil Ashok Nagar Distt.

SCHEDULE

S. Survey No. No.	Area to be Acquired for R.O.U. in Hectare
1 2	3
1. 315	0.073
2. 316	0.178
3. 313	0.326
4. 312	0.073
5. 308	0.010
6. 306	0.021
7. 304	0.324

1	2	3
8.	296	0.031
9.	295	0.397
10.	294/2	0.042
11.	293	0.209
12.	102	0.115
13.	104/1	0.627
14.	107	0.021
15.	159/1	0.418
16.	150	0.050
17.	147/1	0.178
18.	142	0.042
19.	140	0.439
20.	138	0.042
21.	114/2	0.572
22.	118	0.376
23.	114/2	0.042
24.	114/722	0.031
25.	139	0.010
26.	157	0.125
27.	158	0.052
28.	289	0.199
29.	292	0.042
30.	305	0.199
31.	310	0.335
32.	159/2	0.031
33.	317	0.178
34.	338	0.010
35.	320	0.168
36.	321	0.021
37.	311	0.010
38.	285	0.031
39.	104/2	0.094
40.	106/1	0.042
41.	147/2	0.010
42.	136	0.031
43.	115	0.042
Total Area		5.938

[No. O-14016/139/85-GP.]

M. S. SRINIVASAN, Dy. Secy.

खाद्य और नागरिक पूर्ति मंत्रालय

(नागरिक प्रति विभाग)

नई दिल्ली, 16 मार्च, 1985

का. आ. 1136.—केन्द्रीय सरकार, अग्रिम संविदा (विनियमन) अधिनियम, 1952 (1952 का 74) की धारा 5 के अधीन राजधानी आयल्ट्स एण्ड आयलसीड्स एक्सचेंज लि., दिल्ली द्वारा मान्यता के नवीकरण के लिए किये गये आवेदन पर, बायदा बाजार आयोग के परामर्श से विचार करके और यह समाधान हो जाने पर कि ऐसा करना व्यापार के हित में और लोकहित में होगा, एतद्वारा, उक्त अधिनियम की धारा 6 के द्वारा प्रदत्त शक्तियों का प्रयोग करने हुए, उक्त एक्सचेंज को गुड़ में अग्रिम संविदा हेतु 1 अप्रैल, 1985 से 31 मार्च, 1987

तक (दोनों दिन शामिल हैं) 2 वर्ष की और अवधि के लिए मान्यता प्रदान करती है।

2. एतद्वारा प्रदत्त मान्यता उस शर्त के अध्याधीन है कि उक्त एक्सचेंज ऐसे निर्देशों का अनुपालन करेगा जो वायदा बाजार आयोग द्वारा समय-समय पर दिये जायें।

[सं. 12(1)-आई टी/84 भाग]

पी० एन० कौल, आर्थिक सलाहकार

MINISTRY OF FOOD & CIVIL SUPPLIES

(Department of Civil Supplies)

New Delhi, the 16th March, 1985

S.O. 1136.—The Central Government having considered in consultation with Forward Markets Commission, the application for renewal of recognition, made under section 5 of the Forward Contracts (Regulation) Act, 1952 (74 of 1952), by Rajdhani Oils and Oilseeds Exchange Ltd., Delhi, and being satisfied that it would be in the interest of the trade and also in the public interest so to do, hereby grants, in exercise of the powers conferred by section 6 of the said Act, recognition to the said Exchange for a further period of two years with effect from the 1st April, 1985 to 31st March, 1987 (both days inclusive) in respect of forward contracts in gur.

2. The recognition hereby granted is subject to the condition that the said Exchange shall comply with such directions as may, from time to time, be given by the Forward Markets Commission

[No. 12(1)-IT/84-Part]

P. N. KAUL, Economic Adviser

शिक्षा मंत्रालय

नई दिल्ली, 27 फरवरी, 1985

का. आ. 1137.—विश्वविद्यालय अनुदान आयोग अधिनियम, 1956 (1956 के 3) के खण्ड 6 के उप-खण्ड (1) के साथ पठित खण्ड-5 के उपखण्ड (1) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुये केन्द्रीय सरकार श्रीमान सरला ग्रेवाल के स्थान पर श्री आनन्द स्वरूप, सचिव, शिक्षा मंत्रालय का विश्वविद्यालय अनुदान आयोग का सदस्य नियुक्त करती है।

[सं. फ. 10-13/85-डेस्क(यू.)]

जे. डी. गुप्ता, संयुक्त सचिव

MINISTRY OF EDUCATION

New Delhi, the 27th February, 1985

S.O. 1137.—In exercise of the powers conferred by sub-section (1) of section 5 read with sub-section (1) of section 6 of the University Grants Commission Act, 1956 (3 of 1956), the Central Government hereby appoints Shri Anand Sarup, Secretary, Ministry of Education to be a Member of the University Grants Commission for a term of three years vice Smt. Serla Grewal.

[No. F. 10-13/85-Desk (U)]

J. D. GUPTA, Jt. Secy.

कृषि और ग्रामीण विकास मंत्रालय

(कृषि और सहकारिता विभाग)

नई दिल्ली, 28 फरवरी, 1985

का. आ. 1138.—केन्द्रीय सरकार, पशु क्रूरता निवारण अधिनियम, 1960, जिसका 30 जुलाई, 1982 तक संशोधन किया गया है, की धारा 5 की उप-धारा (1)(i) के उपबंधों के अन्तर्गत एतद्वारा श्रीमती शान्ति पहाड़िया, संसद सदस्य (राज्य सभा) को श्रीमती प्रमिलाबाई दाजी साहेब चव्हाण के स्थान पर तत्काल से आगामी आदेशों तक भारतीय पशु कल्याण बोर्ड के सदस्य के रूप में नामजद करती है।

[संख्या 14-6/85-एल. जी.-I]

के. जी. कृष्णमूर्ति, उप सचिव

MINISTRY OF AGRICULTURE & RURAL DEVELOPMENT

(Department of Agriculture & Cooperation)

New Delhi, the 28th February, 1985

S.O. 1138.—Under provision of Sub-section (1)(i) of Section 5 of the Prevention of Cruelty to Animals Act, 1960, as amended upto 30th July, 1982, the Central Government hereby nominates Shrimati Shanti Pahadia, Member of Parliament (Rajya Sabha) as Member on Animal Welfare Board of India with immediate effect and until further orders in place of Shrimati Premilabai Dajisadeb Chavan.

[No. 14-6/85-LD.I]

K. G. KRISHNAMOORTHY, Dy. Secy.

इस्पात, खान और कोयला मंत्रालय

(खान विभाग)

नई दिल्ली, 22 फरवरी, 1985

आदेश

का. आ. 1139.—केन्द्रीय सरकार उद्योग (विकास और विनियमन) अधिनियम, 1951 (1951 का 65) के साथ पठित विकास परिषद् (कार्य विधि) नियम 1952 के नियम 3, 4 और 5 द्वारा प्रदत्त शक्तियों का प्रयोग करते हुये, इस आदेश की तारीख से 2 वर्ष की अवधि के लिये, एतद्वारा, अलौह धातुओं (एल्यूमिनियम को छोड़कर) हेतु एक विकास-परिषद् स्थापित करती है और निम्नलिखित व्यक्तियों को उक्त परिषद् के सदस्य नियुक्त करती है, अर्थात् :—

अलौह धातुओं हेतु विकास परिषद्

1. सचिव,

इस्पात, खान एवं कोयला मंत्रालय,

(खान विभाग)

शास्त्री भवन, नई दिल्ली।

अध्यक्ष

क. अलौह धातुओं के उत्पादक

2. अध्यक्ष एवं प्रबंध निदेशक,
हिन्दुस्तान कापर लिमिटेड,
10 कैमेक स्ट्रीट, कलकत्ता ।
3. अध्यक्ष एवं प्रबंध निदेशक,
हिन्दुस्तान जिंक लिमिटेड,
6 न्यू फतेहपुरा, उदयपुर ।
4. अध्यक्ष,
कोमितको बिनानी जिंक लि.,
मकेंटाइल चैम्बर,
12. जे. एन. हरदिया मार्ग, बलार्ड एस्टेट,
बम्बई-400038

5. प्रबन्ध निदेशक,
इंडियन लैंड (प्रा.) लिमिटेड,
बम्बई आगरा रोड, माजीवाडा,
धाणे-400081 (महाराष्ट्र)

भागीदार एसोसिएशन

ख. अलौह धातु उपभोक्ता :

6. प्रेसीडेंट,
इंडियन नान-फेरस मेटल्स मैन्यूफैक्चरर्स
एसोसिएशन,
मार्फत बम्बई चैम्बर आफ कामर्स एंड मैकिनन,
मैकेंजी बिल्डिंग, बलार्ड एस्टेट,
बम्बई-400038
7. प्रेसीडेंट,
केबल एंड कंडक्टर मैन्यूफैक्चरर्स एसोसिएशन आफ
इंडिया,
308, मानसरोवर 90 नेहरू प्लेस, नई दिल्ली ।
8. प्रेसीडेंट,
इंडियन इलेक्ट्रोडल मैन्यूफैक्चरर्स एसोसिएशन,
501, काकद चैम्बर्स,
132, डा. ऐनीबेसेंट रोड बोरली,
बम्बई-400018
9. महामंत्री,
नेशनल एलायेंस आफ यंग एन्टरप्रायर्स,
301-302 सरस्वती भवन,
28, नेहरू प्लेस,
नई दिल्ली-1100019
10. प्रेसीडेंट,
फेडरेशन आफ एसोसिएशन आफ स्माल इंडस्ट्रीज
आफ इंडिया,
23-बी 2, गुरु गोविंद सिंह मार्ग,
नई दिल्ली-110005

ग. तकनीकी प्राधिकारी :

11. महानिदेशक,
तकनीकी विकास,
उद्योग भवन, नई दिल्ली ।
12. विकास आयुक्त,
लघु उद्योग,
निर्माण भवन,
नई दिल्ली ।
13. अध्यक्ष,
औद्योगिक लागत एवं मूल्य ब्यूरो,
लोकनायक भवन,
नई दिल्ली ।

घ. आयात एजेंसी

14. अध्यक्ष,
भारतीय खनिज एवं धातु व्यापार निगम लि.,
एक्सप्रेस बिल्डिंग, बहादुरशाह जफर मार्ग,
नई दिल्ली ।

ङ. सरकारी अधिकारी

15. अपर सचिव,
खान विभाग,
नई दिल्ली ।
16. सलाहकार (उद्योग और खनिज)
योजना आयोग, योजना भवन,
नई दिल्ली ।
17. संयुक्त सचिव (ताम्बा उद्योग प्रभारी)
खान विभाग, नई दिल्ली ।
18. संयुक्त सचिव,
जस्ता-सीसा एवं संबंधित मैमिस प्रभारी,
खान विभाग,
नई दिल्ली ।
19. संयुक्त सचिव,
विदेशी मुद्रा बजट प्रभारी,
आर्थिक कार्य विभाग,
नई दिल्ली ।
20. संयुक्त सचिव,
विद्युत् विभाग,
नई दिल्ली ।
21. आयुक्त
कर अनुसंधान, राजस्व विभाग,
नई दिल्ली ।
22. संयुक्त सचिव,
वाणिज्य, मंत्रालय,
नई दिल्ली ।

23. संयुक्त सचिव,
आयुध कारखाना प्रभाती,
रक्षा उत्पादन विभाग,
नई दिल्ली।

24. निदेशक,
ताम्र व जस्ता प्रभारी, सदस्य सचिव
खान विभाग,
नई दिल्ली।

[फाइल सं. 8(1)/85-धातु 5]

एन. के. पाण्डा, अपर सचिव

MINISTRY OF STEEL, MINES AND COAL

(Department of Mines)

New Delhi, the 22nd February, 1985

ORDER

S.O. 1139.—In exercise of the powers conferred by section 6 of the Industries (Development and Regulation) Act, 1951 (65 of 1951) read with rules 3, 4 and 5 of the Development Councils (Procedural) Rules, 1952, the Central Government hereby establishes a Development Council for Non-Ferrous Metals (other than Aluminium) for a period of two years with effect from the date of this Order and appoints the following persons to be members of the said Council, namely :—

DEVELOPMENT COUNCIL FOR NON-FERROUS METALS

1. Secretary,
Ministry of Steel, Mines and Coal,
(Department of Mines),
Shastri Bhavan, New Delhi. Chairman

A. Producers of Non-Ferrous Metals :

2. Chairman-cum-Managing Director,
Hindustan Copper Limited,
10, Camac, Street, Calcutta.
3. Chairman-cum-Managing Director,
Hindustan Zinc Limited,
6, New Fatehpura, Udaipur.
4. Chairman,
Compinco Binani Zinc Limited,
Mercantile Chamber,
12, J. N. Horodia Marg, Ballard Estate,
Bombay-408030.
5. Managing Director,
Indian Lead Private Limited,
Bombay Agra Road, Majiwada,
Thane-40061 (Maharashtra).

B. Associations Representing Consumers of Non-Ferrous Metals :

6. President,
Indian Non-Ferrous Metals Manufacturers
Association C/o Bombay Chamber of Commerce &
Mackinnon Mackenzie Building, Ballard Estate,
Bombay-400038.
7. President,
Cable & Conductor Manufacturers Association of
India
308, Mansarovar 90 Nehru Place, New Delhi.
8. President,
Indian Electrical Manufacturers Association,
501, Kakad Chambers,
132, Dr. Annie Besant Road, Worli,
Bombay-400019.

9. Secretary General,
National Alliance of Young Entrepreneurs,
301-302 Saraswati Bhavan,
New Delhi-110015.

10. President,
Federation of Association of Small Industries of
India,
23-B/2, Guru Gobind Singh Marg,
New Delhi-110005.

C. Technical Authorities :

11. Director General,
Technical Development,
Udyog Bhavan, New Delhi.
12. Development Commissioner,
Small Scale Industries,
Nirman Bhavan,
New Delhi.
13. Chairman,
Bureau of Industrial Costs & Prices
Lok Nayak Bhavan,
New Delhi.

D. Importing Agency :

14. Chairman,
The Minerals & Metals Trading Corporation of
India Limited,
Express Building, Bahadur Shah Zafar Marg,
New Delhi.

E. Government Officers :

15. Additional Secretary,
Department of Mines,
New Delhi.
16. Adviser (Industry & Minerals),
Planning Commission,
Yojana Bhavan,
New Delhi.
17. Joint Secretary in Charge of
Copper Industry,
Department of Mines,
New Delhi.
18. Joint Secretary,
In charge of Zinc/Lead and allied Semis,
Department of Mines,
New Delhi.
19. Joint Secretary in charge of Foreign
Exchange Budget,
Department of Economic Affairs,
New Delhi.
20. Joint Secretary,
Department of Power,
New Delhi.
21. Commissioner,
Tax Research,
Department of Revenue,
New Delhi.
22. Joint Secretary,
Ministry of Commerce,
New Delhi.
23. Joint Secretary,
In charge of Ordnance Factories,
Department of Defence Production,
New Delhi.
24. Director,
in charge of Copper and Zinc,
Department of Mines,

Member-Secretary.

[File No. 8(1)/85-Met. V]

N. K. PANDA, Addl. Secy.

युवा कार्य और खेल विभाग

नई दिल्ली, 25 फरवरी, 1985

का. आ. 1140.—इस विभाग की समसंख्यक दिनांक 13 जून, 1983 की अधिसूचना जो संशोधित की गई थी, को अब एतद्वारा निम्नलिखित और आंशिक संशोधित किया जा रहा है:—

क्र. सं. 2 पर सदस्यों की सूची में सचिव, भारत सरकार, खेल विभाग को "सचिव, भारत सरकार, युवा कार्य और खेल—श्री आर. गंगालास्वामी" प्रतिस्थापित किया जाए।

[संख्या एफ. 13-1/81-डी-1 (एस. पी.)]

ए. एम. सहगल, निदेशक (खेल)

DEPARTMENT OF YOUTH AFFAIRS & SPORTS

New Delhi, the 25th February, 1985

ORDER

S.O. 1140.—This Department's notification of even no. dated 13th June, 1983, as modified, is hereby further partially modified as follow:—

In the list of members at Sl. 2, Secretary to the Government of India, Department of Sports may be substituted by "Secretary to the Government of India, Department of Youth Affairs and Sports—Shri R. Gopalaswamy."

[No. F. 13-1/81-D. I(SP)]

A. M. SEHGAL, Director (Sports)

नौवहन और परिवहन मंत्रालय

(परिवहन पक्ष)

नई दिल्ली, 2 फरवरी, 1985

का. आ. 1141.—चूंकि श्री बी. एन. चौधरी जिन्हें भारत सरकार, नौवहन और परिवहन मंत्रालय (परिवहन पक्ष) की अधिसूचना सं. का. आ. 696(अ) दिनांक 30 सितम्बर, 1982 द्वारा कलकत्ता डाक लेबर बोर्ड का सदस्य नियुक्त किया गया था, का 25 अक्तूबर, 1984 को निधन हो गया और इस प्रकार उनके निधन से उक्त डाक लेबर बोर्ड में जगह रिक्त हो गई है,

इसलिए, अब केन्द्रीय सरकार गोदी श्रमिक (रोजगार विनियमन) नियम के नियम 4 के परन्तुकों के अनुपादन में उक्त रिक्ति को अधिसूचित करती है।

[फा. सं. एल. डी. सी./6/82/यू.एस. (एल)-(i)]

MINISTRY OF SHIPPING & TRANSPORT

(Transport Wing)

New Delhi, the 22nd February, 1985

S.O. 1141.—Whereas Shri B. N. Chowdhury, appointed a

a member of the Calcutta Dock Labour Board by the notification of the Government of India in the Ministry of Shipping and Transport (Transport Wing) No. S.O. 696(E), dated the 30th September, 1982 expired on 25th October, 1984 and a vacancy has thus occurred in the said Dock Labour Board by his death;

Now, therefore, in pursuance of the provisions of rule 4 of the Dock Workers (Regulation of Employment) Rules, 1962, the Central Government hereby notifies the said vacancy.

[F. No. LDC/6/82-US(L)(i)]

का. आ. 1142.—केन्द्रीय सरकार, गोदी श्रमिक (रोजगार विनियमन) नियम 1962 के नियम 4, उप नियम (1) के द्वितीय परन्तुक के साथ पठित गोदी श्रमिक (रोजगार विनियमन) अधिनियम, 1948 (1948 का 9) की धारा 5 की उपधारा (3) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए श्री टी. चौधरी को श्री बी. एन. चौधरी जिनका 25-10-84 का निधन हो गया, के स्थान पर कलकत्ता डाक लेबर बोर्ड का सदस्य नियुक्त करती है और उन प्रयोजन के लिए भारत सरकार, नौवहन और परिवहन मंत्रालय (परिवहन पक्ष) की अधिसूचना सं. का. आ. 696(अ) दिनांक 30 सितम्बर, 1982 को निम्नलिखित रीति से संशोधित करती है, अर्थात्:—

उन अधिसूचना में "गोदी श्रमिकों के नियोजकों और नौवहन कंपनियों का प्रतिनिधित्व करने वाले सदस्य" शीर्षक के तहत मद संख्या 2 के आगे "श्री बी. एन. चौधरी" के स्थान पर "श्री टी. चौधरी" रहेंगे।

[फा. सं. एल. डी. सी./6/82-यू.एस. (एल)(ii)]

सुदेश कुमार, अवर सचिव

S.O. 1142.—In exercise of the powers conferred by sub-section (3) of section 5A of the Dock Workers (Regulation of Employment) Act, 1948 (9 of 1948), read with the second proviso to sub-rule (i) of rule 4 of the Dock Workers (Regulation of Employment) Rules 1962, the Central Government hereby appoints Shri T. Chowdhury, as a member of the Calcutta Dock Labour Board vice Shri B. N. Chowdhury who has expired on 25-10-1984 and for that purpose amends the notification of the Government of India in the Ministry of Shipping and Transport (Transport Wing), No. S.O. 696(E) dated the 30th September, 1982, as follows, namely:—

In the said notification, under the heading "Members representing the employers of Dock Workers and Shipping Companies" against item No. 2 for the entry "Shri B. N. Chowdhury" the entry "Shri T. Chowdhury" shall be substituted.

[F. No. LDC/6/82-US(L)(ii)]

SUDESH KUMAR, Under Secy.

NOTE.—The principal notification was published vide S.O. No. 696(E), dated the 30th Sept. 1982, This was subsequently amended vide notification mentioned below:

S.O. No. 2382 dated the 12th May, 1983.

S.O. No. 2726 dated the 25th August, 1984.

(नौवहन पक्ष)

नई दिल्ली, 27 फरवरी, 1985

आदेश

कां०आ० 1143 :—केंद्रीय सरकार वाणिज्यपोत परिवहन (दर) नियम, 1977 के नियम 7, उपनियम (1) के साथ पठित वाणिज्य पोत परिवहन अधिनियम, 1958 (1958 का 44) की धारा 412, उपधारा (1) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए, 1 अप्रैल, 1985 से भारत तथा अंडमान और निकोबार द्वीप समूह के बीच तथा अन्तरद्वीप सेवाओं जैसे तटीय व्यापार में लगे किसी जहाज द्वारा विभिन्न सामग्रियों के लिये इसके साथ संलग्न अनुसूची के क्रमशः भाग (क) के कालम 5 और 6 तथा भाग (ख) में उल्लिखित रीति से वसूली की जाने वाली भाड़ा दर निर्धारित करती है।

[एफ० सं० एम० डब्ल्यू०/एम०सी०एम०/5/82-एम०एफ० (एस एल)]

डी०डी० सूद, अवर सचिव

अनुसूची

(क) भारत तथा अंडमान और निकोबार क्षेत्र के बीच

क्र०सं०	सामग्री	मोजूदा भाड़ा दरें	जमा	बंकर प्रभार पर शुल्क	अब स्वीकृत संशोधित शुल्क		
					भाड़ा दर	जमा	बंकर प्रभार
1	2	3	4		5	6	
1. लकड़ी							
(क)	गोल लकड़ी	132.50 रु० प्रति टन	+	52.29 रुपए	360 रु० प्रति टन या 483.12 रु० प्रति टन मीटर	+ 11-7-81 से समय-समय पर अनुज्ञेय वृद्धि	
(ख)	सागौन लकड़ी	88.50 रु० प्रति घन मीटर	+	52.29 रुपए	368.08 रुपये प्रति घन मीटर	+ 11-7-81 से समय-समय पर अनुज्ञेय वृद्धि	
(ग)	प्लाईवुड और विनोर	115.10 रु० प्रति घन मीटर	+	52.29 रुपए	437.62 रु० प्रति घन मीटर	+ 11-7-81 से समय-समय पर अनुज्ञेय वृद्धि	
2. उपभोक्ता सामग्री :							
	एफ०सी०आई० की भर्तें और अन्य उत्पादन (लेवो सीमेंट इस्पात आदि सहित) जिसके लिये पूरे देश में समान मूल्य लागू हैं	इंडियन कोस्टल कॉर्पोरेशन की शुल्क अनुसूची के अनुसार	+	52.29 रुपए	इंडियन कोस्टल कॉर्पोरेशन के मोजूदा शुल्क पर 50 प्रतिशत	+ 11-7-81 से समय-समय पर अनुज्ञेय वृद्धि	
3. अन्य उपभोक्ता सामग्रियों के लिये							
	—तयैय—		+	52.29 रुपए	इंडियन कोस्टल कॉर्पोरेशन के मोजूदा शुल्क पर 25 प्रतिशत की वृद्धि	+ 11-7-81 से समय-समय पर अनुज्ञेय वृद्धि का 80 प्रतिशत	
4. माचिस की तिलियां							
		224.50 रु० प्रति टन	+	52.29 रुपए	400 रु० प्रति टन	+ 11-7-81 से समय-समय पर अनुज्ञेय वृद्धि का 80 प्रतिशत	

(ख) अन्तर द्वीप सेवाओं के लिये

अन्तर द्वीप सेवाओं के लिये भाड़ा दरें बंकर प्रभार सहित उन सामग्रियों के लिये उपरोक्त उप पैरा (क) में नियत दर के 75 प्रतिशत नियत की जाये।

(Shipping Wing)

New Delhi, the 27th February, 1985

ORDER

S.O. 1143.—In exercise of the powers conferred by sub-section (1) of section 412 of the Merchant Shipping Act, 1958 (44 of 1958) read with sub-rule (1) of rule 7 of the

Merchant Shipping (Rates), Rules, 1977, the Central Government hereby fixes with effect from the 1st day of April, 1985, the freight rates for the carriage of various commodities to be charged by any ship engaged in the coasting trade between Mainland and Andaman and Nicobar Islands and on Inter-Islands services, as respectively mentioned in Part (a) in columns 5 and 6 and Part (b) of the Schedule annexed hereto.

[F. No. SW/MCS/5 82-MF(SL)]

D. D. SOOD, Under Secy.

SCHEDULE

(a) Between Mainland & Andaman & Nicobar Sector

Sl. No.	Commodity	Existing Freight Charges	PL US	Tariff Bunker surcharges	Revised tariff now approved		
					Freight charges	PL US	Bunker surcharges
1. Timber							
(a) Round logs		Rs. 132.50 per tonne	+	Rs. 52.29	Rs. 360/- per tonne OR Rs. 483.12 per Cb. m.	+	Periodical increases due from 11-7-81
(b) Sawn timber		Rs. 88.50 per Cbm.	+	Rs. 52.29	Rs. 368.08 per Cbm.	+	Periodical increases due from 11-7-81
(c) Plywood & Veneers		Rs. 115.10 per Cbm.	+	Rs. 52.29	Rs. 437.62 per Cbm.	+	Periodical increases due from 11-7-81
2. Consumer goods:							
FCL items and other products (including levy cement steel, etc.) for which uniform price is administered throughout the country.		As per tariff schedule of Indian Coastal Conference (ICC)	+	Rs. 52.29	Increase of 50% over the existing tariff of ICC.	+	Periodical increase due from 11-7-81
3. For other consumer goods.		-do-	+	Rs. 52.29	Increase of 25% over the existing tariff of ICC.	+	80% of the periodical increases due from 11-7-81.
4. Match splints		Rs. 224.50 per tonne	+	Rs. 52.29	Rs. 400/- per tonne	+	80% of the periodical increases due from 11-7-81.

(b) For Inter-Island Services:

The freight rates for the Inter-Island services may be fixed at 75% of the rates fixed in sub-para (a) above for corresponding commodities including bunker surcharges.

सूचना और प्रसारण मंत्रालय
नई दिल्ली 20 फरवरी, 1985
आदेश

का.आ. 1144 :—भारत सरकार के सूचना और प्रसारण मंत्रालय के आदेश संख्या एस.ओ. 3792, दिनांक 2 दिसम्बर, 1966 की प्रथम अनुसूची में निदिष्ट प्रत्येक अधिनियम के उपबंध के अंतर्गत जारी किये गये निर्देशों के अनुसरण में, केन्द्रीय सरकार, फिल्म सलाहकार बोर्ड, बम्बई की सिफारिशों पर विचार करने के बाद एतद्वारा इसके साथ लगी अनुसूची के कालम 2 में दी गई फिल्मों को उनके सभी भारतीय भाषाओं के रूपान्तरों सहित, जिनका विवरण प्रत्येक के सामने उक्त अनुसूची के कालम 6 में दिया हुआ है, स्वीकृत करती है :—

अनुसूची

क्रम संख्या	फिल्म का नाम	फिल्म की लम्बाई (मीटर लम्बाई)	आवेदक का नाम	निर्माता का नाम	क्या वैज्ञानिक फिल्म है या शिक्षा संबंधी फिल्म है या समाचार और सामयिक घटनाओं की फिल्म है या डाकुमेंट्री फिल्म है।
1	2	3	4	5	6
1.	टैप एनर्जी, अनलिमिटेड	384.35	फिल्म प्रभाग, 24 मंडर रोड, बम्बई-400026	भारत सरकार	"डाकुमेंट्री" फिल्म के सामान्य प्रदर्शन के लिए।

1	2	3	4	5	6
2. फायर गेम्स	271.58	मैसर्स शिल्प भारती, पब्लिसिटी, 21, राक डेल, सेंट सेबिस्टियन रोड, बांद्रा, बम्बई-400050	भारत सरकार		"डाकुमेंट्री" फिल्म सामान्य प्रदर्शन के लिए।
3. इट मैक्स नो डिफरेंस	125.80	फिल्म प्रभाग, 24, पैडर रोड, बम्बई-400026			-तदैव-
4. एन.टी.पी.सी. आर्थरिंग इन ए न्यू ऐरा	498.00	श्री शंकर घोष, 190, डा. एस.के. बोले रोड, बम्बई-400028			-तदैव-
5. उत्तर प्रदेश समाचार संख्या 109	288.04	श्री धीरेन्द्र पाण्डे निर्माता न्यूजरील सूचना और जन सम्पर्क निदेशक, उत्तर प्रदेश सरकार, लखनऊ			"समाचार और सामयिक घटनाओं" की फिल्म, उत्तर प्रदेश सर्कट में प्रदर्शन के लिए
6. मध्य प्रदेश समाचार दर्शन (47)	252.68	श्री आनन्द मतवाल्ले, मार्फत सूचना और प्रचार निदेशक, मध्य प्रदेश सरकार भोपाल।			"समाचार और सामयिक घटनाओं" की फिल्म मध्य प्रदेश सर्कट में प्रदर्शन के लिए।
7. टू मैन एण्ड एन आइडिअल	584.00	फिल्म प्रभाग, भारत सरकार, 24-पैडर रोड, बम्बई-400026			"डाकुमेंट्री फिल्म" सामान्य प्रदर्शन के लिए।
8. माहिती चित्र संख्या 401	350.52	सहायक सूचना (फिल्म) निदेशक गुजरात सरकार, रेमनाई रिसर्च लेबोरेट्रीज 77, डा. ऐम्मी बेसंट रोड, वर्ली, बम्बई-400016	सूचना निदेशक गुजरात सरकार, सचिवालय, ब्लाक-7, गांधी नगर 382010		समाचार और सामयिक की फिल्म केवल गुजरात में प्रदर्शन के लिए।
9. वार्ता तरंगिनी संख्या 46	260.67	आन्ध्र प्रदेश राज्य फिल्म विकास निगम लि., 11-5-423/1, जफरबाग लकड़ी का पुल, हैदराबाद-500004.			"समाचार और सामयिक घटनाओं" की फिल्म। आन्ध्र प्रदेश सर्कट में प्रदर्शन के लिए।
10. वार्ता तरंगिनी संख्या 47	251.52	-तदैव-			-तदैव-
11. टैमिंग आफ स्नोज	294.00	फिल्म प्रभाग, भारत सरकार 24-पैडर रोड, बम्बई-400026			"डाकुमेंट्री" फिल्म। सामान्य प्रदर्शन के लिए
12. मेमोरिबल मोमेंट्स	584.00	-तदैव-			-तदैव-
13. महाराष्ट्र समाचार संख्या 393	290.00	सूचना और जन संपर्क महानिदेशालय, महाराष्ट्र सरकार, फिल्म सेंटर, 68, तारदेव रोड, बम्बई-34			"समाचार और सामयिक घटनाओं" की फिल्म। महाराष्ट्र सर्कट में प्रदर्शन के लिए।
14. उत्तर प्रदेश समाचार संख्या 110	285.90	श्री धीरेन्द्र पांडे, न्यूजरील निर्माता, सूचना और जन संपर्क निदेशालय, उत्तर प्रदेश सरकार, लखनऊ।			"समाचार और सामयिक घटनाओं" की फिल्म। उत्तर प्रदेश सर्कट, में प्रदर्शन के लिए।

1	2	3	4	5	6
15. सेंट आफ दि साइटलैस	319.13	श्री जी.एस. भट्ट, 3/2, एल.टी. नगर रोड, गोरे गांव (पश्चिम) बम्बई-400062			"डाकुमेंट्री" फिल्म : सामान्य प्रदर्शन के लिए
16. न्यू लाइट	598.00	एच.आर. सरिन, स्वामी, सेरिन प्रोडक्शनन्स, शकुन्तला, 4 पैडर रोड, शांताकुंज (पश्चिम) बम्बई-400054			"डाकुमेंट्री" फिल्म । पंजाब सर्कट में प्रदर्शन के लिए ।
17. उत्तर प्रदेश समाचार संख्या 111	285.60	श्री धीरेन्द्र पांडे मार्फत, मैसर्स बाम्बे फिल्म लेबोरेट्री, बम्बई-400028	श्री धीरेन्द्र पांडे, न्यूजरील निर्माता, सूचना और जन संपर्क निदेशालय, उत्तर प्रदेश लखनऊ		"समाचार और सामयिक घटनाओं" की फिल्म उत्तर प्रदेश में प्रदर्शन के लिए ।
18. उत्तर प्रदेश समाचार संख्या 112	284.38	-तथैव-	-तथैव-		-तथैव-
19. एक कहानी	271.26	संयुक्त प्रचार समिति, पब्लिक सेक्टर बैंकर्स, मार्फत, स्टेट बैंक आफ इंडिया, जन संपर्क विभाग नारीमन प्वाइन्ट, बम्बई-21	साल्फ मल्टी मीडिया, 3 सी, 180, न्यू डी.एन. नगर, जुहु, बारसोवा रोड, अंधेरी-(पश्चिम), बम्बई-58		"डाकुमेंट्री" फिल्म । सामान्य प्रदर्शन के लिए ।
20. दि लिंक	540.00	फिल्म प्रभाग भारत सरकार, 24 पैडर रोड, बम्बई-400026			"डाकुमेंट्री" फिल्म सामान्य प्रदर्शन के लिए
21. एन. ईजी. वे	47.00	-तथैव-			-तथैव-
22. कम्युनिकेशन-83	275.00	-तथैव-			-तथैव-
23. रिजुविनेशन	293.00	-तथैव-			-तथैव-
24. विकास की किरणें	291.39	जनसम्पर्क निदेशक, हिमाचल प्रदेश सरकार, शिमला-2	श्री सी.एस. पंवर, जनसम्पर्क निदेशक, हिमाचल प्रदेश सरकार, शिमला		"डाकुमेंट्री" फिल्म । हिमाचल प्रदेश सर्कट में प्रदर्शन के लिए ।
25. गट्स एण्ड डेडीकेशन	553.52	फिल्म प्रभाग, भारत सरकार 24 पैडर रोड, बम्बई-400026			"डाकुमेंट्री" फिल्म । सामान्य प्रदर्शन के लिए
26. स्टैट आउट फार दि बेटर फ्यूचर	227.00	-तथैव-			-तथैव-
27. आई एम ए स्पेस्टिक	585.00	सूचना और जन संपर्क महानिदेशालय, महाराष्ट्र सरकार, फिल्म सेंटर, 68 तारदेव रोड, बम्बई-400034			-तथैव-
28. महाराष्ट्र समाचार सं. 394	300.00	-तथैव-			"समाचार और सामयिक घटनाओं" की फिल्म । महाराष्ट्र सर्कट में प्रव- र्शन के लिए ।

1	2	3	4	5	6
29.	महिती चित्र सं. 403	298.70	सहायक सूचना (फिल्म) निदेशक, गुजरात सरकार, रेमनाई रिसर्च लेबोरेट्री 77, डा. ऐनी बेसन्ट रोड, बर्ली, बम्बई-18	सूचना निदेशक, गुजरात सरकार सचिवालय ब्लाक 7, गांधी नगर- 382010	"समाचार और सामयिक घटनाओं" की फिल्म । गुजरात सर्कट में प्रदर्शन के लिए ।
30.	वार्ता तरंगिनी संख्या 49	271.95	आन्ध्र प्रदेश राज्य फिल्म विकास निगम लि. 11-5-423/1, जफरबाग, लकड़ी का पुल, हैदराबाद ।		"समाचार और सामयिक घटनाओं" की फिल्म आन्ध्र प्रदेश सर्कट में प्रदर्शन के लिए ।
31.	थर्मल विद्युत केन्द्र मुलु	290.00	श्री पी. गंगाधर राव, प्लॉट नं. 62, श्रीनगर कालोनी, हैदराबाद-500873		"डाकुमेंट्री" फिल्म । आन्ध्र प्रदेश सर्कट में प्रदर्शन के लिए ।
32.	प्रोडक्शन एण्ड प्रोटेक्शन	473.00	श्री रणबीर रे, मैसर्स शिल्पभारती पब्लि- सिटी, 'राकडेल' बूसरा तल, फ्लैट-21, सेवस्टिन रोड, बान्द्रा, बम्बई-50		"डाकुमेंट्री" फिल्म । सामान्य प्रदर्शन के लिए ।
33.	विनोद कानू गो	366.00	फिल्म प्रभाग, भारत सरकार, 24-पैडर रोड, बम्बई-400026		"डाकुमेंट्री" फिल्म । सामान्य प्रदर्शन के लिए ।
34.	पुरुषोत्तम वास टंडन	330.40	-तथैव-		-तथैव-
35.	पुर महापुर	296.00	सूचना और जन संपर्क महानिदेशालय, महाराष्ट्र सरकार, फिल्म सेंटर, 68-तारदेव रोड, बम्बई-34		"समाचार और सामयिक घटनाओं" की फिल्म । महाराष्ट्र सर्कट में प्रदर्शन के लिए ।
36.	ग्रामीण उद्योगों के लिए सुधरी प्रोद्यो- गिकी	312.00	श्री के. के. कपिल, 133, जुहू, प्रभात, न्यू डी. एन नगर, बम्बई-58	खादी और ग्राम उद्योग आयोग विले पार्स वैस्ट, बम्बई-400056	"डाकुमेंट्री" फिल्म । सामान्य प्रदर्शन के लिए ।
37.	जनपद नरुत्यालु	293.00	आन्ध्र प्रदेश राज्य फिल्म विकास निगम लि. 11-5-423/1, जफरबाग लकड़ी का पुल, हैदराबाद-500004		"डाकुमेंट्री फिल्म" । आन्ध्र प्रदेश सर्कट में प्रदर्शन के लिए
38.	वार्ता तरंगिनी सं. 48	280.00	आन्ध्र प्रदेश राज्य फिल्म विकास निगम लि., 11-5-423/1, जफरबाग, लकड़ी का पुल, हैदराबाद-500004		"समाचार और सामयिक घटनाओं की फिल्म" । आन्ध्र प्रदेश सर्कट में प्रदर्शन के लिए ।
39.	महिती चित्र संख्या 402	316.99	सहायक सूचना (फिल्म) निदेशक, गुजरात सरकार, रेमनाई रिसर्च लेबोरेट्री लि., 77, डा. ऐनी बेसन्ट रोड, बम्बई-400018	सूचना निदेशक, गुजरात सरकार, सचिवालय, ब्लाक-7, गांधी नगर, 382010.	"समाचार और सामयिक घटनाओं" की फिल्म । गुजरात सर्कट में प्रदर्शन के लिए ।

MINISTRY OF INFORMATION AND BROADCASTING

New Delhi, the 20th February, 1985

ORDER

S.O. 1144.—In pursuance of the directions issued under the provision of each of the enactments specified in the First Schedule to the Order of the Government of India in the Ministry of Information and Broadcasting No. S.O. 3792 dated 2nd December, 1966 the Central Government after considering recommendations of the Film Advisory Board, Bombay hereby approves the films specified in column 2 of the Schedule annexed hereto in all its/their language versions to be of the description specified against it/each in column 6 of the said schedule.

SCHEDULE

Sl. No.	Title of the film	Length of the film in metres	Name of the Applicant	Name of the produce	Brief synopsis whether a scientific film or for educational purpose or a film dealing with news & current events or documentary film
1	2	3	4	5	6
1.	Tap Energy Unlimited	384.35	Films Division, Govt. of India 24-Peddar Road, Bombay-400026		'Documentary' General release.
2.	Fire-Games	271.58	M/s. Silpabharati Publicity, 21, Rock Dale, St. Sebastin Road, Bandra, Bombay-400 050.		-do-
3.	It Makes No Difference	125.80	Films Division, Govt. of India, 24-Peddar Road, Bombay-400096.		-do-
4.	N.T.P.C. Ushering in a new Era.	498.00	Sri Shanker Ghosh, 190, Dr. S.K. Bole Road, Bombay- 400 028.		-do-
5.	U.P. Samachar No. 109.	288.04	Shri Dharendra Pande, Producer Newsreel, Director of Informa- tion & Public Relation, Govern- ment of Uttar Pradesh, Luck- now.		'News and Current Events Release in U.P. circuit.
6.	M.P. Samachar Darshan No. 47	252.68	Shri Anand Matvalne C/o. Directorate of Information & Publicity, Govt. of Madhya Pradesh, Bhopal.		'News and Current Events' Release in M.P. circuit.
7.	Two Men and an Ideal.	584.00	Films Division, Govt. of India, 24-Peddar Road, Bombay- 400026.		'Documentary' General release.
8.	Mahitichitra No. 401	350.52	Astt. Director of Information (F) Govt. of Gujarat Ramnord Re- search Laboratories, 77, Dr. Annie Basant Road, Worli, Bombay-400018.	Director of Informa- tion, Govern- ment of Gujarat, Sachivalaya, Block 7, Gandhinagar- 382 010.	'News and Current Events' Release in Gujarat only.
9.	Varta Tarangini No. 46.	260.67	Andhra Pradesh State Film De- velopment Corporation Ltd., 11-5-423/1, Zafarbagh Lakdi- Ka-Pool, Hyderabad-500004.		'News and Current Events' Release in A.P. circuit.
10.	Varta Tarangini No. 47.	251.52	-do-		-do-
11.	Taming of Snows.	294.00	Films Division, Government of India, 24-Peddar Road, Bom- bay-400 026.		(Documentary) General re- lease.
12.	Memorable Moments.	584.00	-do-		-do-
13.	Maharashtra News No. 393.	290.00	Directorate General of Infor- mation & Public Relations, Government of Maharashtra, Film Center, 68-Tardeo Road, Bombay-34.		'News and Current Events' Release in Maharashtra cir- cuit.

1	2	3	4	5	6
14.	Uttar Pradesh Samachar No. 110.	285.90	Shri Dharendra Pande Producer Newsreel, Directorate of Information and Public Relations, Govt. of Uttar Pradesh, Lucknow.		'News and Current Events' Release in U.P. Circuit.
15.	Saint of the Sightless	319.13	Shri G.S. Bhat, 3/2 L.T. Nagar Road, Goregaon (West), Bombay-400 062.		'Documentary' General release.
16.	New Light	589.00	Shri H.R. Sarin, Prop. Saring Productions, Shakuntala 4, Podar Road, Santacruz (West), Bombay-400 054.		'Documentary' Release in Punjab circuit.
17.	U.P. Samachar No. 111	285.60	Sh. Dharendra Pande C/o. M/s. Bombay Film Laboratory, Bombay-400 028.	Shri Dharendra Pande, Producer Newsreel Directorate of Information & Public Relation, Govt. of Uttar Pradesh, Lucknow.	'News and Current Events' Release in U.P.
18.	U.P. Samachar No. 112	284.38	-do-	-do-	-do-
19.	Ek Kahani	271.26	Joint Publicity Committee Public Sector Banks, C/o. State Bank of India, Public Relation Department, Nariman Point, Bombay-21.	Self Multimedia 3C, 180 New DN Nagar Juhu Varsova Road, Andheri (West), Bombay-58.	'Documentary' General release.
20.	The Link	540.00	Films Division, Govt. of India, 24-Peddar Road, Bombay-400 026.		'Documentary' General release.
21.	An Easy Way	47.00	-do-		-do-
22.	Communication 83	275.00	-do-		-do-
23.	Rejuvenation	293.00	-do-		-do-
24.	Vikas Ki Kirnay	291.39	Director of Public Relations, Govt. of Himachal Pradesh, Simla-2.	Shri C.S. Panwar Director of Public Relations Government of Himachal Pradesh, Simla.	'Documentary' Release in Himachal Pradesh circuit.
25.	Guts and Dedication	553.52	Films Division, Govt. of India, 24-Peddar Road, Bombay-400026.		'Documentary' General Release.
26.	Step Out For A Better Future	227.00	-do-		-do-
27.	I Am A Spastic	585.00	Directorate General of Information & Public Relations, Govt. of Maharashtra, Film Centre, 68-Tardeo Road, Bombay-400 034.		-do-
28.	Maharashtra News No. 394	300.00	-do-		'News and Current Events' Release in Maharashtra circuit.
29.	Mahitichitra No. 403	298.70	Asstt. Director of Information (F), Govt. of Gujarat, Ramnord Research Laboratory, 77, Dr. Annie Besant Road, Worli, Bombay-18.	Director of Information Govt. of Gujarat, Sachivalaya, Block 7, Gandhinagar-382010.	'News and Current Events' Release in Gujarat circuit.
30.	Varta Tarangini No. 49	271.95	Andhra Pradesh State Film Development Corporation Ltd., 11-5-423/1, Zafarbagh, Lakdikapool, Hyderabad.		'News and Current Events' Release in A.P. circuit.
31.	Thermal Vidyut Kendramulu	290.00	Shri P. Gangadhar Rao, Plot No. 62, Srinagar Colony, Hyderabad-500 873.		'Documentary' Release in A.P. circuit.
32.	Production & Protection	473.00	Shri Panabir Ray M/s. Silpabharati Publicity, 'Rock Dale' 2nd floor, Flat 21, Sebastian Road, Bandra, Bombay-50.		'Documentary' General release.

1	2	3	4	5	6
33. Binode Kanungo	366.00	Films Division, Govt. of India, 24-Peddar Road, Bombay-400 026.			'Documentary' General release.
34. Purushottam Das Tandon.	330.40	-do-			-do-
35. Pur Mahapur.	296.00	Directorate General of Information & Public Relations, Govt. of Maharashtra, Film Centre, 68-Tardeo Road, Bombay-34.			'News and Current Events' Release in Maharashtra circuit.
36. Improved Technology for Village Industries.	312.00	Shri K.K. Kapil 133, Juhu Prabat, New D.N. Nagar Bombay-58	Khadi and Village Industries Commission, Vile Parle (West), Bombay-400 056.		'Documentary' General Release.
37. Janapada Nruthyalu.	293.00	Andhra Pradesh State Film Development Corporation Ltd., 11-5-423/1, Zafarbagh, Lakdikapool, Hyderabad-500 004.			'Documentary' Release in Andhra Pradesh circuit.
38. Varta Tarangini No. 48.	280.00	-do-			'News and Current Events' Release in Andhra Pradesh circuit.
39. Mahitichitra No. 402.	316.99	Asstt. Director of Information (F) Government of Gujarat, Ramnord Research Laboratory Ltd., 77, Dr. Annie Besant Road, Bombay-400018.	Director of Information, Govt. of Gujarat, Sachivalaya, Block 7, Gandhinagar-382010.		'News and Current Events' Release in Gujarat circuit.

[File No. 315/3/83-F(P)]

SUKUMAR MANDAL, Desk Officer

रेल मंत्रालय

(रेलवे बोर्ड)

नई दिल्ली, 26 फरवरी, 1985

का. आ. 1145.—राजभाषा (संघ के शासकीय प्रयोजनों के लिए प्रयोग) नियम, 1976 के नियम 10 के उपनियम (2) और (4) के अनुपालन में रेल मंत्रालय (रेलवे बोर्ड) दक्षिण-मध्य रेलवे के हैदराबाद मंडल के अधीन सहायक मंडल चिकित्सा अधिकारी, जालना के कार्यालय को, जहां के कर्मचारियों ने हिन्दी का कार्यसाधक ज्ञान प्राप्त कर लिया है, अधिसूचित करता है।

[सं. हिन्दी-85/रा. भा. I/12/1]

ए. एन. वॉचू, सचिव, रेलवे बोर्ड

एवं भारत सरकार के पदेन संयुक्त सचिव

MINISTRY OF RAILWAYS

(Railway Board)

New Delhi, the 26th February, 1985

S.O. 1145.—In pursuance of Sub-Rule (2) & (4) of Rule 10 of the Official Language (Use for the Official Purposes of the Union) Rules, 1976, the Ministry of Railways (Railway Board) hereby notify the Office of the Assistant Divisional Medical Officer, Jalna, under Hyderabad Division of South-Central Railway, where the staff have acquired the working knowledge of Hindi.

[No. Hindi-85/OL-I/12/11]

A. N. WANCHOO, Secy. Railway Board & Ex.-Officio Jt. Secy. to the Govt. of India

श्रम मंत्रालय

नई दिल्ली, 28 फरवरी, 1985

का. आ. 1146.—केन्द्रीय सरकार ने यह समाधान हो जाने पर कि लोकहित में ऐसा करना अपेक्षित था औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 2 के खण्ड (द) के उपखण्ड (6) के उपबन्धों के अनुसरण में भारत सरकार के श्रम और पुनर्वास मंत्रालय, श्रम विभाग की अधिसूचना संख्या का.आ. 2921 दिनांक 23 अगस्त, 1984 द्वारा भारत सरकार टर्फाल कलकत्ता को उक्त अधिनियम के प्रयोजनों के लिए 28 अगस्त, 1984 से छः मास की कालावधि के लिए लोक. उपयोगी सेवा धोषित किया था।

और केन्द्रीय सरकार की राय है कि लोकहित में उक्त कालावधि को छः मास की और कालावधि के लिए बढ़ाया जाना अपेक्षित है ;

अतः, अब, औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 2 के खण्ड (द) के उपखण्ड (6) के परन्तुक द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए केन्द्रीय सरकार उक्त उद्योग को उक्त अधिनियम के प्रयोजनों के

लिए 28 फरवरी, 1985 से छः मास की अंश कालावधि के लिए लोक उपयोगी सेवां घोषित करती है।

[फा. सं. एस-11018/3/80-डी-1(ए)]

श. ह. सु. अय्यर, अवसर सचिव

MINISTRY OF LABOUR

New Delhi, the 28th February, 1985

S.O. 1146.—Whereas the Central Government having been satisfied that the provisions of the proviso to sub-clause (vi) of clause (n) of section 2 of the Industrial Disputes Act, 1947 (14 of 1947), declared by the Government of India in the Ministry of Labour and Rehabilitation, Department of Labour S.O. No. 2921 dated the 23rd August, 1984 the India Government Mint, Calcutta to be a public utility service for the purposes of the said Act, for a period of six months; from the 28th August, 1984.

And whereas, the Central Government is of opinion that public interest requires the extension of the said period by a further period of six months;

Now, therefore, in exercise of the powers conferred by the proviso to sub-clause (vi) of clause (n) of section 2 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby declares the said industry to be a public utility service for the purpose of the said Act, for a further period of six months from the 28th February, 1985.

[No. S-11017/3/80-D. I(A)]

S. H. S. IYER, Under Secy.

नई दिल्ली, 28 फरवरी, 1985

का. सं. 1147.—श्री एस. राजस्थान स्टेट डेनरीज लिमिटेड, एस. सी./2, गोवर्धन पथ मनेश मार्ग, जय नगर, जयपुर. (आर. जे./2246), (जिसे इसमें इसके पश्चात् उक्त स्थापन कहा गया है) ने कर्मचारी भविष्य निधि और प्रकीर्ण उपबन्ध अधिनियम, 1952 (1952 का 19) (जिसे इसमें इसके पश्चात् उक्त अधिनियम कहा गया है) की धारा 17 की उप-धारा (2-क) के अधीन छूट दिए जाने के लिए आवेदन किया है;

और केन्द्रीय सरकार का समाधान हो गया है कि उक्त स्थापन के कर्मचारी, किसी पथक अभिदाय या प्रीमियम का संदाय किए बिना ही, भारतीय जीवन बीमा नियम की सामूहिक बीमा स्कीम के अधीन जीवन बीमा के रूप में फायदे उठा रहे हैं और ऐसे कर्मचारियों के लिए ये फायदे उन फायदों से अधिक अनुकूल हैं जो कर्मचारी निक्षेप सहज बीमा स्कीम, 1976 (जिसे इसके पश्चात् उक्त स्कीम कहा गया है) के अधीन उन्हें अनुज्ञेय है;

अतः केन्द्रीय सरकार, उक्त अधिनियम की धारा 17 की उप-धारा (2क) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए और इससे उपाबद्ध अनुसूची में विनिर्दिष्ट शक्तों के अधीन रहते हुए, उक्त स्थापन को तीन वर्ष की अवधि के लिए उक्त स्कीम के सभी उप-बन्धों के प्रवर्तन से छूट देती है।

अनुसूची

1. उक्त स्थापन के संबंध में नियोजक प्रादेशिक भविष्य निधि आयुक्त, राजस्थान को ऐसी विवरणियां भेजना और ऐसे लेखा रखना तथा निरीक्षण के लिए ऐसी सुविधाएं प्रदान करेगा जो केन्द्रीय सरकार समय-समय पर निर्दिष्ट करे।

2. नियोजक, ऐसे निरीक्षण प्रभारों का प्रत्येक मास की समाप्ति के 15 दिन के भीतर संदाय करेगा जो केन्द्रीय सरकार, उक्त अधिनियम की धारा 17 की उपधारा (3क) के खंड (क) के अधीन समय-समय पर निर्दिष्ट करे।

3. सामूहिक बीमा स्कीम के प्रसारण में, जिसके अंतर्गत लेखाओं का रखा जाना विवरणियों का प्रस्तुत किया जाना, बीमा प्रीमियम का संदाय, लेखाओं का अंतरण, निरीक्षण प्रभारों संदाय आदि भी है, होने वाले सभी व्ययों का वहन नियोजक द्वारा किया जाएगा।

4. नियोजक, केन्द्रीय सरकार द्वारा अनुमोदित सामूहिक बीमा स्कीम के नियमों की एक प्रति और जब कभी उनमें संशोधन किया जाए, तब उस संशोधन की प्रति तथा कर्मचारियों की बहुसंख्या को भाषा में उसकी मुख्य बातों का अनुवाद, संस्थान के सूचना पट्ट पर प्रदर्शित करेगा।

5. यदि कोई ऐसा कर्मचारी, जो कर्मचारी भविष्य निधि का या उक्त अधिनियम के अधीन छूट प्राप्त किसी स्थापन की भविष्य निधि का पहले ही सदस्य है, उसके स्थापन में नियोजित किया जाता है, तो नियोजक, सामूहिक बीमा स्कीम के सदस्य के रूप में उसका नाम तुरन्त दर्ज करेगा और उसकी आवश्यक प्रीमियम भारतीय जीवन बीमा निगम को संदाय करेगा।

6. यदि उक्त स्कीम के अधीन कर्मचारियों को उपलब्ध फायदे बढ़ाये जाते हैं तो नियोजक सामूहिक बीमा स्कीम के अधीन कर्मचारियों को उपलब्ध फायदों में समुचित रूप से वृद्धि की जाने की व्यवस्था करेगा जिससे कि कर्मचारियों के लिए सामूहिक बीमा स्कीम के अधीन उपलब्ध फायदे उन फायदों से अधिक अनुकूल हों, जो उक्त स्कीम के अधीन अनुज्ञेय हैं।

7. सामूहिक बीमा स्कीम में किसी बात के होते हुए भी, यदि किसी कर्मचारी की मृत्यु पर इस स्कीम के अधीन संदेय रकम उस रकम से कम है जो कर्मचारी को उस दशा में संदेय होती, जब वह उक्त स्कीम के अधीन होता तो नियोजक कर्मचारी के विविध वारिस/नाम निर्देशितों को प्रतिकर के रूप में दोनों रकमों के अंतर के बराबर रकम का संदाय करेगा।

8. सामूहिक बीमा स्कीम के उपबन्धों में कोई भी संशोधन, प्रादेशिक भविष्य निधि आयुक्त, राजस्थान के पूर्व अनुमोदन के बिना नहीं किया जाएगा और जहां किसी संशोधन से कर्मचारियों के हित पर प्रतिकूल प्रभाव पड़ने की सम्भावना हो, वहां प्रादेशिक भविष्य निधि आयुक्त अपना अनुमोदन देने से पूर्व कर्मचारियों को अपना दृष्टिकोण स्पष्ट करने का युक्तियुक्त अवसर देगा।

9. यदि किसी कारणवश, स्थापन के कर्मचारी, भारतीय जीवन बीमा निगम की उस सामूहिक बीमा स्कीम के, जिसे स्थापन पहले अपना चुका है अधीन नहीं रह जाते हैं, या उस स्कीम के अधीन कर्मचारियों को प्राप्त होने वाले फायदे किसी रीति से कम हो जाते हैं, तो यह रद्द की जा सकती है।

10. यदि किसी कारणवश, नियोजक उस नियत तारीख के भीतर, जो भारतीय जीवन बीमा निगम नियत करे, प्रीमियम का संदाय करने में असफल रहता है, और पालिसी को व्यपगत हो जाने दिया जाता है तो, छूट रद्द की जा सकती है।

11. नियोजक द्वारा प्रीमियम के संदाय में किए गए किसी व्यतिक्रम की दशा में, उन मृत सदस्यों के नाम निर्देशनियों या विधिक वारिसों को जो यदि यह छूट न दी गई होती तो उक्त स्कीम के अंतर्गत होते, बीमा फायदों के संदाय का उत्तरदायित्व नियोजक पर होगा।

12. उक्त स्थापन के सम्बन्ध में नियोजक, इस स्कीम के अधीन आने वाले, किसी सदस्य की मृत्यु होने पर उसके हकदार नाम निर्देशनियों/विधिक वारिसों को बीमाकृत रकम का संदाय

तत्परता से और प्रत्येक दशा में भारतीय जीवन बीमा निगम से बीमाकृत रकम प्राप्त होने के सात दिन के भीतर सुनिश्चित करेगा।

[सं० एस-35014/39/85-एस-IV]

New Delhi, the 28th February, 1985

S.O. 1147.—Whereas Messrs. The Rajasthan State Tanneries Limited, SC/2, Goverdhan Path, Ganesh Marg, Bapu Nagar, Jaipur (RJ/2245) (hereinafter referred to as the said establishment) have applied for exemption under sub-section (2A) of Section 17 of the Employees' Provident Funds and Miscellaneous Provisions Act, 1952 (19 of 1952) (hereinafter referred to as the said Act);

And whereas, the Central Government is satisfied that the employees of the said establishment are without making any separate contribution or payment of premium, in enjoyment of benefits under the Group Insurance Scheme of the Life Insurance Corporation of India in the nature of Life Insurance which are more favourable to such employees than the benefits admissible under the Employees' Deposit Linked Insurance Scheme, 1976 (hereinafter referred to as the said Scheme);

Now, therefore, in exercise of the powers conferred by sub-section (2A) of section 17 of the said Act and subject to the conditions specified in the Schedule annexed hereto, the Central Government hereby exempts the said establishment from the operation of all the provisions of the said Scheme for a period of three years.

SCHEDULE

1. The employer in relation to the said establishment shall submit such returns to the Regional Provident Fund Commissioner, Rajasthan and maintain such accounts and provide such facilities for inspection as the Central Government may direct from time to time.
2. The employer shall pay such inspection charges as the Central Government may, from time to time, direct under clause (a) of sub-section (3A) of section 17 of the said Act, within 15 days from the close of every month.
3. All expenses involved in the administration of the Group Insurance Scheme, including maintenance of accounts, submission of returns, payment of insurance premia, transfer of accounts, payment of inspection charges etc. shall be borne by the employer.
4. The employer shall display on the Notice Board of the establishment, a copy of the rules of the Group Insurance Scheme as approved by the Central Government and as and when amended, alongwith a translation of the salient features thereof, in the language of the majority of the employees.
5. Whereas, an employee, who is already a member of the Employees' Provident Fund or the Provident Fund of an establishment exempted under the said Act, is employed in his establishment, the employer shall immediately enrol him as a member of the Group Insurance Scheme and pay necessary premium in respect of him to the Life Insurance Corporation of India.
6. The employer shall arrange to enhance the benefits available to the employees under the Group Insurance Scheme appropriately, if the benefits available to the employees under the said Scheme are enhanced, so that the benefits available under the Group Insurance Scheme are more favourable to the employees than the benefits admissible under the said Scheme.
7. Notwithstanding anything contained in the Group Insurance Scheme, if on the death of an employee the amount payable under this scheme be less than the amount that would be payable had employee been covered under the said Scheme, the employer shall pay the difference to the legal heir/nominee of the employee as compensation.
8. No amendment of the provisions of the Group Insurance Scheme, shall be made without the prior approval of the Regional Provident Fund Commissioner, Rajasthan and where any amendment is likely to affect adversely the interest of the employees, the Regional Provident Fund Commissioner shall before giving his approval, give a reasonable opportunity to the employees to explain their point of view.
9. Where, for any reason, the employees of the said establishment do not remain covered under the Group Insurance

Scheme of the Life Insurance Corporation of India as already adopted by the said establishment, or the benefits to the employees under this Scheme are reduced in any manner, the exemption shall be liable to be cancelled.

-10. Where, for any reason, the employer fails to pay the premium etc. within the due date, as fixed by the Life Insurance Corporation of India, and the policy is allowed to lapse, the exemption is liable to be cancelled.

11. In case of default, if any made by the employer in payment of premium and responsibility for payment of assurance benefits to the nominees or the legal heirs of deceased members who would have been covered under the said Scheme but for grant of this exemption, shall be that of the employer.

12. Upon the death of the members covered under the Scheme the Life Insurance Corporation of India shall ensure prompt payment of the sum assured to the nominee/legal heirs of the deceased member entitled for it and in any case within one month from the receipt of claim complete in all respects".

[No. S-35014/39/85-SS-IV]

का. आ. 1148.—राजस्थान स्टेट टैन्नीज लिमिटेड, एस. सी./2, गोवर्धन पथ, गणेश मार्ग, बापू नगर, जयपुर, (आर. जे./2244), (जिसे इसमें इसके पश्चात् उक्त स्थापन कहा गया है) ने कर्मचारी भविष्य निधि और प्रकीर्ण उपबन्ध अधिनियम, 1952 (1952 का 19) (जिसे इसमें इसके पश्चात् उक्त अधिनियम कहा गया है) की धारा 17 की उप-धारा (2-क) के अधीन छूट दिए जाने के लिए आवेदन किया है;

और केन्द्रीय सरकार का समाधान हो गया है कि उक्त स्थापन के कर्मचारी, किसी पथक अधिदाय या प्रीमियम का संदाय किए बिना ही, भारतीय जीवन बीमा नियम की सामूहिक बीमा स्कीम के अधीन जीवन बीमा के रूप में फायदे उठा रहे हैं और ऐसे कर्मचारियों के लिए ये फायदे उन फायदों से अधिक अनुकूल हैं जो कर्मचारी निक्षेप सहबद्ध बीमा स्कीम, 1976 (जिसे इसके पश्चात् उक्त स्कीम कहा गया है) के अधीन उन्हें अनुज्ञेय है;

अतः केन्द्रीय सरकार, उक्त अधिनियम की धारा 17 की उप-धारा (2क) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए और इससे उपाबद्ध अनुसूची में विनिर्दिष्ट शर्तों के अधीन रहते हुए, उक्त स्थापन को तीन वर्ष की अवधि के लिए उक्त स्कीम के सभी उप-बंधों के प्रवर्तन से छूट देती है।

अनुसूची

1. उक्त स्थापन के संबंध में नियोजक प्रादेशिक भविष्य निधि आरक्षक, बिहार को ऐसी विवरणियां भेजेगा और ऐसे लेखा रक्षक तथा निरीक्षण के लिए ऐसी सविधान प्रदान करेगा जो केन्द्रीय सरकार, समय समय पर निर्दिष्ट करें।
2. नियोजक, ऐसे निरीक्षण प्रभारों का प्रत्येक मास की समाप्ति के 15 दिन के भीतर संदाय करेगा जो केन्द्रीय सरकार, उक्त अधिनियम की धारा 17 की उपधारा (3क) के खंड (क) के अधीन समय समय पर निर्दिष्ट करें।
3. सामूहिक बीमा स्कीम के प्रशासन में, जिसके अंतर्गत लेखाओं का रखा जाना विवरणियों का प्रस्तुत किया जाना, बीमा प्रीमियम का संदाय, लेखाओं का अंतरण, निरीक्षण प्रभारों संदाय आदि भी है, होने वाले सभी व्ययों का वहन नियोजक द्वारा किया जाएगा।
4. नियोजक, केन्द्रीय सरकार द्वारा अनुमोदित सामूहिक बीमा स्कीम के नियमों की एक प्रति और कभी उनमें संशोधन किया जाए, तब उस संशोधन की प्रति तथा कर्मचारियों की

वह सूचना की भाषा में उसकी मुख्य बातों का अनुबाद संस्थान के सूचना पट्ट पर प्रदर्शित करेगा।

5. यदि कोई ऐसा कर्मचारी, जो कर्मचारी भविष्य निधि का या उक्त अधिनियम के अधीन छूट प्राप्त किसी स्थापन की भविष्य निधि का पहले ही सदस्य है, उसके स्थापन में नियोजक शामिल होता है, तो नियोजक सामूहिक बीमा स्कीम के सदस्य के रूप में उसका नाम तुरन्त दर्ज करेगा और उसकी आवश्यक प्रीमियम भारतीय जीवन बीमा निगम को संदत्त करेगा।

6. यदि उक्त स्कीम के अधीन कर्मचारियों को उपलब्ध फायदे बढ़ाये जाते हैं तो नियोजक सामूहिक बीमा स्कीम के अधीन कर्मचारियों को उपलब्ध फायदों में समुचित रूप से वृद्धि की जाने की व्यवस्था करेगा जिससे कि कर्मचारियों के लिए सामूहिक बीमा स्कीम के अधीन उपलब्ध फायदे उन फायदों से अधिक अनुकूल हों, जो उक्त स्कीम के अधीन अनुज्ञेय हैं।

7. सामूहिक बीमा स्कीम में किसी बात के होते हुए भी, यदि किसी कर्मचारी की मृत्यु पर इस स्कीम के अधीन संदत्त रकम उस रकम से कम है जो कर्मचारी को उस दश में संदत्त होती, जब वह उक्त स्कीम के अधीन होता तो नियोजक कर्मचारी के विधिक वारिस/नाम निर्देशितों को प्रतिकर के रूप में दोनों रकमों के अन्तर के बराबर रकम का संदत्त करेगा।

8. सामूहिक बीमा स्कीम के उपबन्धों में कोई भी संशोधन, प्रादेशिक भविष्य निधि आयुक्त, राजस्थान के पूर्व अनुमोदन के बिना नहीं किया जाएगा और जहाँ किसी संशोधन से कर्मचारियों के हित पर प्रतिकूल प्रभाव पड़ने की सम्भावना हो, वहाँ प्रादेशिक भविष्य निधि आयुक्त अपना अनुमोदन देने से पूर्व कर्मचारियों को करना दृष्टिकोण स्पष्ट करने का शक्तिवत् अवसर देगा।

9. यदि किसी कारणवश, स्थापन के कर्मचारी, भारतीय जीवन बीमा निगम की उस सामूहिक बीमा स्कीम के, जिसे स्थापन पहले अपना चुका है अधीन नहीं रह जाते हैं, या उस स्कीम के अधीन कर्मचारियों को प्राप्त होने वाले फायदे किसी सीमा के कम हो जाते हैं, तो यह रद्द की जा सकती है।

10. यदि किसी कारणवश, नियोजक उस नियत तारीख के भीतर, जो भारतीय जीवन बीमा निगम नियत करे, प्रीमियम को तत्पश्चात् में और प्रत्येक दश में भारतीय जीवन बीमा निगम को हो जाने दिया जाता है तो, छूट रद्द की जा सकती है।

11. नियोजक द्वारा प्रीमियम के संदाय में किए गए किसी कार्यक्रम की दशा में, उन मत सदस्यों के नाम निर्देशितों या विधिक वारिसों को जो यदि यह छूट न दी गई होती तो उक्त स्कीम के अन्तर्गत होते, बीमा फायदों के संदत्त के उत्तरदायित्व नियोजक पर होगा।

12. उक्त स्थापन के सम्बन्ध में नियोजक, इस स्कीम के अधीन आने वाले किसी सदस्य की मृत्यु होने पर उसकी हकदार नाम निर्देशितों/विधिक वारिसों को बीमाकृत रकम का संदत्त तत्पश्चात् से और प्रत्येक दश में भारतीय जीवन बीमा निगम से बीमाकृत रकम प्राप्त होने की सीत दिन के भीतर सुनिश्चित करेगा।

[सं. एस-35014/40/85-एस.एस. 4)]

S.O. 1148—Whereas Messrs The Rajasthan State Tanneries Limited, No. 2, Gowardhan Path, Ganesh Marg, Babu Nagar, 1647 GI 84—7

Jaipur, (RJ/224), Order referred to as the said establishment) have applied for exemption under sub-section (2A) of Section 17 of the Employees' Provident Funds and Miscellaneous Provisions Act, 1952 (19 of 1952) (hereinafter referred to as the said Act);

And whereas, the Central Government is satisfied that the employees of the said establishment are without making any separate contribution or payment of premium, in enjoyment of benefits under the Group Insurance Scheme of the Life Insurance Corporation of India in the nature of Life Insurance which are more favourable to such employees than the benefits admissible under the Employees' Deposit Linked Insurance Scheme, 1976 (hereinafter referred to as the said Scheme);

Now, therefore, in exercise of the powers conferred by sub-section (2A) of section 17 of the said Act and subject to the conditions specified in the Schedule annexed hereto, the Central Government hereby exempts the said establishment from the operation of all the provisions of the said Scheme for a period of three years.

SCHEDULE

1. The employer in relation to the said establishment shall submit such returns to the Regional Provident Fund Commissioner, Rajasthan and maintain such accounts and provide such facilities for inspection as the Central Government may direct from time to time.

2. The employer shall pay such inspection charges as the Central Government may, from time to time, direct under clause (a) of sub-section (3A) of section 17 of the said Act within 15 days from the close of every month.

3. All expenses involved in the administration of the Group Insurance Scheme, including maintenance of accounts, submission of returns, payment of insurance premia transfer of accounts, payment of inspection charges etc. shall be borne by the employer.

4. The employer shall display on the Notice Board of the establishment, copy of the rules of the Group Insurance Scheme as approved by the Central Government and as and when amended, alongwith a translation of the salient features thereof, in the language of the majority of the employees.

5. Whereas an employee, who is already a member of the Employees' Provident Fund or the Provident Fund of an establishment exempted under the said Act, is employed in his establishment, the employer shall immediately enrol him as a member of the Group Insurance Scheme and pay necessary premium in respect of him to the Life Insurance Corporation of India.

6. The employer shall arrange to enhance the benefits available to the employees under the Group Insurance Scheme appropriately, if the benefits available to the employees under the said Scheme are enhanced, so that the benefits available under the Group Insurance Scheme are more favourable to the employees than the benefits admissible under the said Scheme.

7. Notwithstanding anything contained in the Group Insurance Scheme, if on the death of an employee the amount payable under this scheme be less than the amount that would be payable had employee been covered under the said Scheme, the employer shall pay the difference to the legal heir/nominee of the employee as compensation.

8. No amendment of the provisions of the Group Insurance Scheme shall be made without the prior approval of the Regional Provident Fund Commissioner, Rajasthan and where any amendment is likely to affect adversely the interest of the employees the Regional Provident Fund Commissioner shall before giving his approval, give a reasonable opportunity to the employees to explain their point of view.

9. Where, for any reason, the employees of the said establishment do not remain covered under the Group Insurance Scheme of the Life Insurance Corporation of India as adopted by the said establishment, or the benefits under the

ployees under this Scheme are reduced in any manner, the exemption shall be liable to be cancelled.

10. Where, for any reason, the employer fails to pay the premium etc. within the due date, as fixed by the Life Insurance Corporation of India, and the policy is allowed to lapse, the exemption is liable to be cancelled.

11. In case of default, if any made by the employer in payment of premium and responsibility for payment of assurance benefits to the nominees or the legal heirs of deceased members who would have been covered under the said Scheme but for grant of this exemption, shall be that of the employer.

12. Upon the death of the members covered under the Scheme the Life Insurance Corporation of India shall ensure prompt payment of the sum assured to the nominee/Legal heirs of the deceased member entitled for it and in any case within one month from the receipt of claim complete in all respects.

[No. S-35014/40/85-SS-IV]

का. आ. 1149.—मैसर्स मोती लैमिनेट्स प्राइवेट लिमिटेड, 87/1-2 जी. आर्डी. डी. सी. इस्टेट विशन नगर-384315 (जी. जे./11575), (जिसे इसमें इसके पश्चात् उक्त स्थापन कहा गया है) ने कर्मचारी भविष्य निधि और प्रकीर्ण उपबन्ध अधिनियम, 1952 (1952 का 19) (जिसे इसमें इसके पश्चात् उक्त अधिनियम कहा गया है) की धारा 17 की उप-धारा (2-क) के अधीन छूट दिए जाने के लिए आवेदन किया है ;

और केन्द्रीय सरकार का समाधान हो गया है कि उक्त स्थापन के कर्मचारी, किसी पथक अभिदाय या प्रीमियम का संदाय किए बिना ही, भारतीय जीवन बीमा निगम की सामूहिक बीमा स्कीम के अधीन जीवन बीमा के रूप में फायदे उठा रहे हैं और ऐसे कर्मचारियों के लिए ये फायदे उन फायदों से अधिक अनुकूल हैं जो कर्मचारी निधि में बहुवृद्ध बीमा स्कीम, 1976 (जिसे इसमें इसके पश्चात् उक्त स्कीम कहा गया है) के अधीन उन्हें अनुज्ञेय है ;

अतः केन्द्रीय सरकार, उक्त अधिनियम की धारा 17 की उप-धारा (2क) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए और इससे उपाबद्ध अनुसूची में निनिर्दिष्ट शर्तों के अधीन रहते हुए, उक्त स्थापन को तीन वर्ष की अवधि के लिए उक्त स्कीम की सभी उप-बंधों के प्रवर्तन से छूट देती है ।

अनुसूची

1. उक्त स्थापन के संबंध में नियोजक प्रादेशिक भविष्य निधि आयुक्त, गुजरात को ऐसी विवरणियाँ भेजेगा और ऐसे लेखा रखेगा तथा निरीक्षण के लिए ऐसी सुविधाएँ प्रदान करेगा जो केन्द्रीय सरकार, समय समय पर निर्दिष्ट करें ।

2. नियोजक, ऐसे निरीक्षण प्रभारों का प्रत्येक मास की समाप्ति के 15 दिन के भीतर संदाय करेगा जो केन्द्रीय सरकार, उक्त अधिनियम की धारा 17 की उपधारा (3क) के खंड (क) के अधीन समय समय पर निर्दिष्ट करे ।

3. सामूहिक बीमा स्कीम के प्रशासन में, जिसके अंतर्गत लेखाओं का रखा जाना विवरणियों का प्रस्तुत किया जाना, बीमा प्रीमियम का संदाय, लेखाओं का अंतरण, निरीक्षण प्रभारों संदाय आदि भी है, होने वाले सभी व्ययों का वृद्ध नियोजक द्वारा किया जाएगा ।

4. नियोजक, केन्द्रीय सरकार द्वारा अनुमोदित सामूहिक बीमा स्कीम के नियमों की एक प्रति और कभी उनमें संशोधन किया जाए, तब उस संशोधन की प्रति तथा कर्मचारियों की

बहुसंख्या की भाषा में उसकी मूल्य बातों का अनुवाद, संस्थान के सूचना पट्ट पर प्रदर्शित करेगा ।

5. यदि कोई ऐसा कर्मचारी, जो कर्मचारी भविष्य निधि का या उक्त अधिनियम के अधीन छूट प्राप्त किसी स्थापन की भविष्य निधि का पहले ही सदस्य है, उसके स्थापन में नियोजित किया जाता है, तो नियोजक, सामूहिक बीमा स्कीम के सदस्य के रूप में उसका नाम तुरन्त दर्ज करेगा और उसकी वांछित आवश्यक प्रीमियम भारतीय जीवन बीमा निगम को संदत्त करेगा ।

6. यदि उक्त स्कीम के अधीन कर्मचारियों को उपलब्ध फायदे बढ़ाये जाते हैं तो नियोजक सामूहिक बीमा स्कीम के अधीन कर्मचारियों को उपलब्ध फायदों में सम्मिलित रूप से वृद्धि की जाने की व्यवस्था करेगा जिससे कि कर्मचारियों के लिए सामूहिक बीमा स्कीम के अधीन उपलब्ध फायदे उन फायदों से अधिक अनुकूल हों, जो उक्त स्कीम के अधीन अनुज्ञेय हैं ।

7. सामूहिक बीमा स्कीम में किसी बात के होते हुए भी, यदि किसी कर्मचारी की मृत्यु पर इस स्कीम के अधीन संदाय रकम उस रकम से कम है जो कर्मचारी को उस दशा में संदाय होती, जब वह उक्त स्कीम के अधीन होता तो नियोजक कर्मचारी के विधिक वारिस/नाम निर्देशितों को प्रतिफल के रूप में दोनों रकमों के अन्तर के बराबर रकम का संदाय करेगा ।

8. सामूहिक बीमा स्कीम के उपबन्धों में कोई भी संशोधन, प्रादेशिक भविष्य निधि आयुक्त, गुजरात के पूर्व अनुमोदन के बिना नहीं किया जाएगा और जहां किसी संशोधन से कर्मचारियों के हित पर प्रतिकूल प्रभाव पड़ने की सम्भावना हो, वहां प्रादेशिक भविष्य निधि आयुक्त अपना अनुमोदन देने से पूर्व कर्मचारियों को अपना दृष्टिकोण साष्ट करने का व्यक्तिगत अवसर देगा ।

9. यदि किसी कारणवश, स्थापन के कर्मचारी, भारतीय जीवन बीमा निगम की उस सामूहिक बीमा स्कीम के, जिसे स्थापन पहले अपना चुका है अधीन नहीं रह जाते हैं, या उस स्कीम के अधीन कर्मचारियों को प्राप्त होने वाले फायदे किसी रीति में कम हो जाते हैं, तो यह रद्द की जा सकती है ।

10. यदि किसी कारणवश, नियोजक उस नियत तारीख के भीतर, जो भारतीय जीवन बीमा निगम नियत करे, प्रीमियम का संदाय करने में असफल रहता है, और पालिसी को व्यपगत हो जाने दिया जाता है तो, छूट रद्द की जा सकती है ।

11. नियोजक द्वारा प्रीमियम के संदाय में किए गए किसी गतिक्रम की दशा में, उन मृत व्यक्तियों के नाम निर्देशितियों या विधिक वारिसों को जो यदि यह छूट न दी गई होती तो उक्त स्कीम के अन्तर्गत होते, बीमा फायदों के संदाय का उत्तरदायित्व नियोजक पर होगा ।

12. उक्त स्थापन के सम्बन्ध में नियोजक, इस स्कीम के अधीन जाने वाले, किसी सदस्य की मृत्यु होने पर उसके हक्दार नाम निर्देशितियों/विधिक वारिसों को बीमाकृत रकम का संदाय तत्परता से और प्रत्येक दशा में भारतीय जीवन बीमा निगम से बीमाकृत रकम प्राप्त होने के सात दिन के भीतर सुनिश्चित करेगा ।

[सं. एस-35014/36/85-एस.एस.-4]

S.O. 1149.—Whereas Messrs. Moti Laminates Private Limited, 67/1-2, G.I.D.C. Estate, Visnagar-384315(GJ/11575) (hereinafter referred to as the said establishment) have applied

for exemption under sub-section (2A) of Section 17 of the Employees' Provident Funds and Miscellaneous Provisions Act, 1952 (19 of 1952) (hereinafter referred to as the said Act);

And whereas, the Central Government is satisfied that the employees of the said establishment are, without making any separate contribution or payment of premium, in enjoyment of benefits under the Group Insurance Scheme of the Life Insurance Corporation of India in the nature of Life Insurance which are more favourable to such employees than the benefits admissible under the Employees' Deposit Linked Insurance Scheme, 1976 (hereinafter referred to as the said Scheme);

Now, therefore, in exercise of the powers conferred by sub-section (2A) of section 17 of the said Act and subject to the conditions specified in the Schedule annexed hereto, the Central Government hereby exempts the said establishment from the operation of all the provisions of the said Scheme for a period of three years.

SCHEDULE

1. The employer in relation to the said establishment shall submit such returns to the Regional Provident Fund Commissioner, Gujarat and maintain such accounts and provide such facilities for inspection as the Central Government may direct from time to time.

2. The employer shall pay such inspection charges as the Central Government may, from time to time, direct under clause (a) of sub-section (3A) of section 17 of the said Act, within 15 days from the close of every month.

3. All expenses involved in the administration of the Group Insurance Scheme, including maintenance of accounts, submission of returns, payment of insurance premia, transfer of accounts, payment of inspection charges etc. shall be borne by the employer.

4. The employer shall display on the Notice Board of the establishment, a copy of the rules of the Group Insurance Scheme as approved by the Central Government and as and when amended, alongwith a translation of the salient features thereof, in the language of the majority of the employees.

5. Whereas an employee, who is already a member of the Employees' Provident Fund or the Provident Fund of an establishment exempted under the said Act, is employed in his establishment, the employer shall immediately enrol him as a member of the Group Insurance Scheme and pay necessary premium in respect of him to the Life Insurance Corporation of India.

6. The employer shall arrange to enhance the benefits available to the employees under the Group Insurance Scheme appropriately, if the benefits available to the employees under the said Scheme are enhanced, so that the benefits available under the Group Insurance Scheme are more favourable to the employees than the benefits admissible under the said Scheme.

7. Notwithstanding any thing contained in the Group Insurance Scheme, if on the death of an employee the amount payable under this scheme be less than the amount that would be payable had employee been covered under the said Scheme, the employer shall pay the difference to the legal heir/nominee of the employee as compensation.

8. No amendment of the provisions of the Group Insurance Scheme, shall be made without the prior approval of the Regional Provident Fund Commissioner, Gujarat and where any amendment is likely to affect adversely the interest of the employees, the Regional Provident Fund Commissioner shall before giving his approval, give a reasonable opportunity to the employees to explain their point of view.

9. Where, for any reason, the employees of the said establishment do not remain covered under the Group Insurance Scheme of the Life Insurance Corporation of India as already adopted by the said establishment, or the benefits to the employees under this Scheme are reduced in any manner, the exemption shall be liable to be cancelled.

10. Where, for any reason, the employer fails to pay the premium etc. within the due date, as fixed by the Life Insurance Corporation of India, and the policy is allowed to lapse, the exemption is liable to be cancelled.

11. In case of default, if any made by the employer in payment of premium and responsibility for payment or assurance benefits to the nominees or the legal heirs of deceased members who would have been covered under the said Scheme but for grant of this exemption, shall be that of the employer.

12. Upon the death of the members covered under the Scheme the Life Insurance Corporation of India shall ensure prompt payment of the sum assured to the nominee/Legal heirs of the deceased member entitled for it and in any case within one month from the receipt of claim complete in all respects".

[No. S-35014/36/85-SS-IV]

का. आ. 1150.—मैसर्स श्री बाला सूत्रमनीया मिल्स लिमिटेड, पो. बोकस नं. 3303 उधिलीपालदम, कोयमटूर-641016 (टी. एन. /63), (जिसे इसमें इसके पश्चात् उक्त स्थापन कहा गया है) ने कर्मचारी भविष्य निधि और प्रकीर्ण उपबन्ध अधिनियम, 1952 (1952 का 19) (जिसे इसमें इसके पश्चात् उक्त अधिनियम कहा गया है) की धारा 17 की उप-धारा (2-क) के अधीन छूट दिए जाने के लिए आवेदन किया है ;

और केन्द्रीय सरकार का समाधान हो गया है कि उक्त स्थापन के कर्मचारी, किसी एक अभिदाय या प्रीमियम का संदाय किए बिना ही, भारतीय जीवन बीमा नियम की सामूहिक बीमा स्कीम के अधीन जीवन बीमा के रूप में फायदे उठा रहे हैं और ऐसे कर्मचारियों के लिए ये फायदे उन फायदों से अधिक अनुकूल हैं जो कर्मचारी निक्षेप महत्व बीमा स्कीम, 1976 (जिसे इसके पश्चात् उक्त स्कीम कहा गया है) के अधीन उन्हें अनुभूत है ;

अतः केन्द्रीय सरकार, उक्त अधिनियम की धारा 17 की उप-धारा (2क) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए और इससे उपाबद्ध अनुसूची में विनिर्दिष्ट शर्तों के अधीन रहते हुए, उक्त स्थापन को तीन वर्ष की अवधि के लिए उक्त स्कीम के सभी उप-बंधों के प्रवर्तन से छूट देती है ।

अनुसूची

1. उक्त स्थापन के संबंध में नियोजक प्रादेशिक भविष्य निधि आयुक्त, तमिलनाडु को ऐसी विवरणियां भेजेगा और ऐसे लेखा रखेगा तथा निरीक्षण के लिए ऐसी सुविधाएं प्रदान करेगा जो केन्द्रीय सरकार, समय समय पर निर्दिष्ट करे ।

2. नियोजक, ऐसे निरीक्षण प्रभारों का प्रत्येक मास की समाप्ति के 15 दिन के भीतर संदाय करेगा जो केन्द्रीय सरकार. उक्त अधिनियम की धारा 17 की उपधारा (3क) के खंड (क) के अधीन समय समय पर निर्दिष्ट करे ।

3. सामूहिक बीमा स्कीम के प्रशासन में, जिसके अंतर्गत लेखाओं का रखा जाना, विवरणियों का प्रस्तुत किया जाना, बीमा प्रीमियम का संदाय, लेखाओं का अंतरण, निरीक्षण प्रभारों संदाय आदि भी है, होने वाले सभी व्ययों का वहन नियोजक द्वारा किया जाएगा ।

4. नियोजक, केन्द्रीय सरकार द्वारा अनुमोदित सामूहिक बीमा स्कीम के नियमों की एक प्रति और जब कभी उनमें संशोधन किया जाए, तब उस संशोधन की प्रति तथा कर्मचारियों की बहुसंख्या की भाषा में उसकी मुख्य बातों का अनुवाद, संस्थान के मूख्य पट्ट पर प्रदर्शित करेगा ।

5. यदि कोई ऐसा कर्मचारी, जो कर्मचारी भविष्य निधि का या उक्त अधिनियम के अधीन छूट प्राप्त किसी स्थापन की भविष्य निधि का पहले ही सदस्य है, उक्त स्थापन में नियोजित

जित दिया जाता है, तो नियोजक, सामूहिक बीमा स्कीम के सदस्य के रूप में उसका नाम तुरन्त दर्ज करेगा और उसकी बावत आवश्यक प्रीमियम भारतीय जीवन बीमा निगम को सौंप करेगा।

6. यदि उक्त स्कीम के अधीन कर्मचारियों को उपलब्ध फायदे बढ़ाये जाते हैं तो नियोजक सामूहिक बीमा स्कीम के अधीन कर्मचारियों को उपलब्ध फायदों में समुचित रूप से वृद्धि की जाने की व्यवस्था करेगा जिससे कि कर्मचारियों के लिए सामूहिक बीमा स्कीम के अधीन उपलब्ध फायदे उन फायदों में अधिक अनुकूल हों, जो उक्त स्कीम के अधीन अनुज्ञेय हैं।

7. सामूहिक बीमा स्कीम में किसी बात के होते हुए भी, यदि किसी कर्मचारी की मृत्यु पर इस स्कीम के अधीन रखे रकम उस रकम से कम है जो कर्मचारी को उस दशा में संभले होती, जब वह उक्त स्कीम के अधीन होता तो नियोजक कर्मचारी के विधिवत वारिस/नाम निर्देशिनी को प्रतिकर के रूप में दोनों रकमों के अन्तर के बराबर रकम का संदाय करेगा।

8. सामूहिक बीमा स्कीम के उपबन्धों में कोई भी संशोधन, प्रादेशिक प्रतिष्ठान निधि आयुक्त, तमिलनाडू के पूर्व अनुमोदन के बिना नहीं किया जाएगा और जहां किसी संशोधन से कर्मचारियों के हित पर प्रतिकूल प्रभाव पड़ने की सम्भावना हो, वहां प्रादेशिक प्रतिष्ठान निधि आयुक्त अपना अनुमोदन देने से पूर्व कर्मचारियों को अपना दृष्टिकोण स्पष्ट करने का यकिनबद्ध अवसर देगा।

9. यदि किसी कारणवश, स्थापन के कर्मचारी, भारतीय जीवन बीमा निगम की उस सामूहिक बीमा स्कीम के, जिसे स्थापन पहले अपना चुका है अधीन नहीं रह जाते हैं, या उस स्कीम के अधीन कर्मचारियों को प्राप्त होने वाले फायदे किसी रीति से कम हो जाते हैं, तो यह रद्द की जा सकती है।

10. यदि किसी कारणवश, नियोजक उस नियत तारीख के भीतर, जो भारतीय जीवन बीमा निगम नियत करे, प्रीमियम का संदाय करने में असफल रहता है, और पालिसी को व्यपगत हो जाने दिया जाता है तो, छूट रद्द की जा सकती है।

11. नियोजक द्वारा प्रीमियम के संदाय में किए गए किसी व्यतिक्रम की दशा में, उक्त मृत सदस्यों के नाम निर्देशितियों या विधिवत वारिसों को जो यदि यह छूट न दी गई होती तो उक्त स्कीम के अन्तर्गत होते, बीमा फायदों के संदाय का उत्तरदायित्व नियोजक पर होगा।

12. उक्त स्थापन के सम्बन्ध में नियोजक, इस स्कीम के अधीन आने वाले, किसी सदस्य की मृत्यु होने पर उसके हक्दार नाम निर्देशितियों/विधिवत वारिसों को बीमाकृत रकम का संदाय तत्पश्चात् से और प्रत्येक वर्ष में भारतीय जीवन बीमा निगम से बीमाकृत रकम प्राप्त होने के साथ-साथ दिवस के भीतर गतिविधित करेगा।

[सं. एस. 35014/41/85-एस.एस. 4]

S.O. 1150.—Whereas Messrs. Sri Balasubramania Mills Limited, Post Box No. 3303, Uppilpalayam, Coimbatore-641015 (TN/63) (hereinafter referred to as the said establishment) have applied for exemption under sub-section (2A) of Section 17 of the Employees' Provident Funds and Miscellaneous Provisions Act, 1952 (19 of 1952) (hereinafter referred to as the said Act);

And whereas, the Central Government is satisfied that the employees of the said establishment are, without making any separate contribution or payment of premium, in enjoyment of

benefits under the Group Insurance Scheme of the Life Insurance Corporation of India in the nature of Life Insurance which are more favourable to such employees than the benefits admissible under the Employees' Deposit Linked Insurance Scheme, 1976 (hereinafter referred to as the said Scheme);

Now, therefore, in exercise of the powers conferred by sub-section (2A) of section 17 of the said Act and subject to the conditions specified in the Schedule annexed hereto, the Central Government hereby exempts the said establishment from the operation of all the provisions of the said Scheme for a period of three years.

SCHEDULE

1. The employer in relation to the said establishment shall submit such returns to the Regional Provident Fund Commissioner, Tamil Nadu and maintain such accounts and provide such facilities for inspection as the Central Government may direct from time to time.

2. The employer shall pay such inspection charges as the Central Government may, from time to time, direct under clause (a) of sub-section (3A) of section 17 of the said Act, within 15 days from the close of every month.

3. All expenses involved in the administration of the Group Insurance Scheme, including maintenance of accounts, submission of returns, payment of insurance premia, transfer of accounts, payment of inspection charges etc. shall be borne by the employer.

4. The employer shall display on the Notice Board of the establishment, a copy of the rules of the Group Insurance Scheme as approved by the Central Government and as and when amended, alongwith a translation of the salient features thereof, in the language of the majority of the employees.

5. Whereas an employee, who is already a member of the Employees' Provident Fund or the Provident Fund of an establishment exempted under the said Act, is employed in his establishment, the employer shall immediately enrol him as a member of the Group Insurance Scheme and pay necessary premium in respect of him to the Life Insurance Corporation of India.

6. The employer shall arrange to enhance the benefits available to the employees under the Group Insurance Scheme appropriately, if the benefits available to the employees under the said Scheme are enhanced, so that the benefits available under the Group Insurance Scheme are more favourable to the employees than the benefits admissible under the said Scheme.

7. Notwithstanding anything contained in the Group Insurance Scheme, if on the death of an employee the amount payable under this scheme be less than the amount that would be payable had employee been covered under the said Scheme, the employer shall pay the difference to the legal heir/nominee of the employee as compensation.

8. No amendment of the provisions of the Group Insurance Scheme, shall be made without the prior approval of the Regional Provident Fund Commissioner, Tamil Nadu and where any amendment is likely to affect adversely the interest of the employees, the Regional Provident Fund Commissioner shall before giving his approval, give a reasonable opportunity to the employees to explain their point of view.

9. Where, for any reason, the employees of the said establishment do not remain covered under the Group Insurance Scheme of the Life Insurance Corporation of India as already adopted by the said establishment, or the benefits to the employees under this Scheme are reduced in any manner, the exemption shall be liable to be cancelled.

10. Where, for any reason, the employer fails to pay the premium etc. within the due date, as fixed by the Life Insurance Corporation of India, and the policy is allowed to lapse, the exemption is liable to be cancelled.

11. In case of default or any lapse by the employer in payment of premium and responsibility for payment of insurance

ance benefits to the nominees or the legal heirs of deceased members who would have been covered under the said Scheme but for grant of this exemption, shall be that of the employer.

12. Upon the death of the members covered under the Scheme the Life Insurance Corporation of India shall ensure prompt payment of the sum assured to the nominee/legal heirs of the deceased member entitled for it and in any case within one month from the receipt of claim complete in all respects.

[No. S-35014/41/85-SS-IV]

का. भा. 1151.—मैसर्स भारत रेफ्रेक्टोरीज लिमिटेड, पो. ऑ. भण्डारीडाह-829132, जिला गिरिडीह, बिहार (बी. आर./2247), (जिसे हमें इसके पश्चात् उक्त स्थापन कहा गया है) ने कर्मचारी भविष्य निधि और प्रकीर्ण उपबंध अधिनियम, 1952 (1952 का 19) जिसे इसमें इसके पश्चात् उक्त अधिनियम कहा गया है) की धारा 17 की उप-धारा (2-क) के अधीन छूट प्राप्त करने के लिए आवेदन किया है;

और केन्द्रीय सरकार का समाधान हो गया है कि उक्त स्थापन के कर्मचारी, किसी पथक अभिदाय या प्रीमियम का संवाय किए बिना छु, भारतीय जीवन बीमा निगम की सामूहिक बीमा स्कीम के अधीन जीवन बीमा के रूप में फायदे उठा रहे हैं और ऐसे कर्मचारियों के लिए ये फायदे उन फायदों से अधिक अनुकूल हैं जो कर्मचारी निक्षेप सहस्रक पीमा स्कीम, 1978 (जिसे इसके पश्चात् उक्त स्कीम कहा गया है) के अधीन उन्हें अनुभूत है;

अतः केन्द्रीय सरकार, उक्त अधिनियम की धारा 17 की उप-धारा (2क) द्वारा प्रदत्त शक्तियों का प्रयोग करने हुए और इससे उपाबद्ध अनुसूची में निर्दिष्ट शर्तों के अधीन रहते हुए, उक्त स्थापन को तीन वर्ष की अवधि के लिए उक्त स्कीम के सभी उप-बंधों के प्रवर्तन से छूट देती है।

अनुसूची

1. उक्त स्थापन के संबंध में नियोजक प्रादेशिक भविष्य निधि आयुक्त, बिहार को ऐसी विवरणियां भेजेगा और ऐसे लेखा रखेगा तथा निरीक्षण के लिए ऐसी सुविधाएं प्रदान करेगा जो केन्द्रीय सरकार, समय-समय पर निर्दिष्ट करे।

2. नियोजक, ऐसे निरीक्षण प्रभारों का प्रत्येक मास की समाप्ति के 15 दिन के भीतर संदाय करेगा जो केन्द्रीय सरकार, उक्त अधिनियम की धारा 17 की उपधारा (3क) के खंड (क) के अधीन समय-समय पर निर्दिष्ट करे।

3. सामूहिक बीमा स्कीम के प्रशोसन में, जिसके अंतर्गत लेखाओं का रख जाना विवरणियों का प्रस्तुत किया जाना, बीमा प्रीमियम का संवाय, लेखाओं का अंतरण, निरीक्षण प्रभारों संदाय आदि भी है, होने वाले सभी कदमों का वहन नियोजक द्वारा किया जाएगा।

4. नियोजक, केन्द्रीय सरकार द्वारा अनुमोदित सामूहिक बीमा स्कीम के नियमों को एक प्रति और जब कभी उनमें संशोधन किया जाए, तब उस संशोधन की प्रति तथा कर्मचारियों की बहुसंख्या की भाषा में उसकी मुख्य बातों का अनुवाद, संस्थान के सूचना पट्ट पर प्रदर्शित करेगा।

5. यदि कोई ऐसा कर्मचारी, जो कर्मचारी भविष्य निधि का या उक्त अधिनियम के अधीन छूट प्राप्त किसी स्थापन की भविष्य निधि का पढ़ने ही सदस्य है, उसके स्थापन में नियो-

जित किया जाता है, तो नियोजक, सामूहिक बीमा स्कीम के सदस्य के रूप में उसका नाम तुरन्त दर्ज करेगा और उसकी बाबत आवश्यक प्रीमियम भारतीय जीवन बीमा निगम को संवत्त करेगा।

6. यदि उक्त स्कीम के अधीन कर्मचारियों को उपलब्ध फायदे वक्ष्ये जाते हैं तो नियोजक सामूहिक बीमा स्कीम के अधीन कर्मचारियों को उपलब्ध फायदों में समुचित रूप से वृद्धि की जानों को व्यवस्था करेगा जिससे कि कर्मचारियों के लिए सामूहिक बीमा स्कीम के अधीन उपलब्ध फायदे उन फायदों से अधिक अनुकूल हों, जो उक्त स्कीम के अधीन अनुभूत हैं।

7. सामूहिक बीमा स्कीम में किसी बात के होते हुए भी, यदि किसी कर्मचारी की मृत्यु पर इस स्कीम के अधीन संदेय रकम उस रकम से कम है जो कर्मचारी को उस वृत्ति में संदेय होती, जब वह उक्त स्कीम के अधीन होता तो नियोजक कर्मचारी के विविध वारिस/नाम निर्देशितों को प्रतिकर के रूप में दोनों रकमों के अन्तर के बराबर रकम का संवाय करेगा।

8. सामूहिक बीमा स्कीम के उपबन्धों में कोई भी संशोधन, प्रादेशिक भविष्य निधि आयुक्त, बिहार के पूर्व अनुमोदन के बिना नहीं किया जाएगा और जहां किसी संशोधन से कर्मचारियों के हित पर प्रतिकूल प्रभाव पड़ने की सम्भावना हो, वहां प्रादेशिक भविष्य निधि आयुक्त अपना अनुमोदन देने से पूर्व कर्मचारियों को अपना दृष्टिकोण स्पष्ट करने का यत्नियुक्त अवसर देगा।

9. यदि किसी कारणवश, स्थापन के कर्मचारी, भारतीय जीवन बीमा निगम की उस सामूहिक बीमा स्कीम के, जिसे स्थापन पहले अपना चुका है अधीन नहीं रह जाते हैं, या उस स्कीम के अधीन कर्मचारियों को प्राप्त होने वाले फायदे किसी रीति से कम हो जाते हैं, तो यह रद्द की जा सकती है।

10. यदि किसी कारणवश, नियोजक उस नियत तारीख के भीतर, जो भारतीय जीवन बीमा निगम नियत करे, प्रीमियम का संदाय करने में असफल रहता है, और पाजिसी की व्यपगत हो जाने दिया जाता है तो, छूट रद्द की जा सकती है।

11. नियोजक द्वारा प्रीमियम के संवाय में किए गए किसी व्यतिक्रम की दशा में, उन मत सदस्यों के नाम निर्देशितियों या विधिक वारिसों को जो यदि यह छूट न दी गई होती तो उक्त स्कीम के अन्तर्गत होते, बीमा फायदों के संवाय का उत्तरदायित्व नियोजक पर होगा।

12. उक्त स्थापन के सम्बन्ध में नियोजक, इस स्कीम के अधीन जाने वाले, किसी सदस्य की मृत्यु होने पर उसके हकदार नाम निर्देशितियों/विधिक वारिसों को बीमाकृत रकम का संवाय तत्पश्चात् से और प्रत्येक दशा में भारतीय जीवन बीमा निगम से बीमाकृत रकम प्राप्त होने के सत् दिन के भीतर सुनिश्चित करेगा।

[सं. एस-35014/37/85-एस. एस. 4]

S.O. 1151.—Whereas Messrs. Bharat Refractories Limited, Post Office Bhandaridah-829132, District Giridih, Bihar (BR/2247) (hereinafter referred to as the said establishment) have applied for exemption under sub-section (2A) of Section 17 of the Employees' Provident Funds and Miscellaneous Provisions Act, 1952 (19 of 1952) (hereinafter referred to as the said Act);

And whereas, the Central Government is satisfied that the employees of the said establishment are, without making any separate contribution or payment of premium, in enjoyment of benefits under the Group Insurance Scheme of the

Life Insurance Corporation of India in the nature of Life Insurance which are more favourable to such employees than the benefits admissible under the Employees' Deposit Linked Insurance Scheme, 1976 (hereinafter referred to as the said Scheme);

Now, therefore, in exercise of the powers conferred by sub-section (2A) of section 17 of the said Act and subject to the conditions specified in the Schedule annexed hereto, the Central Government hereby exempts the said establishment from the operation of all the provisions of the said Scheme for a period of three years.

SCHEDULE

1. The employer in relation to the said establishment shall submit such returns to the Regional Provident Fund Commissioner, Bihar, maintain such accounts and provide such facilities for inspection as the Central Government may direct from time to time.

2. The employer shall pay such inspection charges as the Central Government may, from time to time, direct under clause (a) of sub-section (3A) of section 17 of the said Act, within 15 days from the close of every month.

3. All expenses involved in the administration of the Group Insurance Scheme, including maintenance of accounts, submission of returns, payment of insurance premium, transfer of accounts, payment of inspection charges etc. shall be borne by the employer.

4. The employer shall display on the Notice Board of the establishment, a copy of the rules of the Group Insurance Scheme as approved by the Central Government and as and when amended, alongwith a translation of the salient features thereof, in the language of the majority of the employees.

5. Whereas an employee, who is already a member of the Employees' Provident Fund or the Provident Fund of an establishment exempted under the said Act, is employed in his establishment, the employer shall immediately enrol him as a member of the Group Insurance Scheme and pay necessary premium in respect of him to the Life Insurance Corporation of India.

6. The employer shall arrange to enhance the benefits available to the employees under the Group Insurance Scheme appropriately, if the benefits available to the employees under the said Scheme are enhanced, so that the benefits available under the Group Insurance Scheme are more favourable to the employees than the benefits admissible under the said Scheme.

7. Notwithstanding anything contained in the Group Insurance Scheme, if on the death of an employee the amount payable under this scheme be less than the amount that would be payable had employee been covered under the said Scheme, the employer shall pay the difference to the legal heir/nominee of the employee as compensation.

8. No amendment of the provisions of the Group Insurance Scheme, shall be made without the prior approval of the Regional Provident Fund Commissioner, Bihar and where any amendment is likely to affect adversely the interest of the employees, the Regional Provident Fund Commissioner shall before giving his approval, give a reasonable opportunity to the employees to explain their point of view.

9. Where, for any reason, the employees of the said establishment do not remain covered under the Group Insurance Scheme of the Life Insurance Corporation of India as already adopted by the said establishment, or the benefits to the employees under this Scheme are reduced in any manner, the exemption shall be liable to be cancelled.

10. Where, for any reason, the employer fails to pay the premium etc. within the due date, as fixed by the Life Insurance Corporation of India, and the policy is allowed to lapse, the exemption is liable to be cancelled.

11. In case of default, if any made by the employer in payment of premium and responsibility for payment of assurance benefits to the nominees or the legal heirs of deceased

members who would have been covered under the said Scheme but for grant of this exemption, shall be that of the employer.

12. Upon the death of the members covered under the Scheme the Life Insurance Corporation of India shall ensure prompt payment of the sum assured to the nominee/legal heirs of the deceased member entitled for it and in any case within one month from the receipt of claim complete in all respects.

[No. S-35014/37/85-SS-IV]

का. आ. 1152 :—मैमर्स द. ने. स्टेट, स्पिनिंग मिल्स को. (नं. 11), लिमिटेड, गदोदा नगर कागपुर, (यू. पी./11349), (जिसमें इसमें इसके पश्चात् उक्त स्थापन कहा गया है) ने कर्मचारी भविष्य निधि और प्रकीर्ण उपबन्ध अधिनियम, 1952 (1952 का 19) (जिसमें इसमें इसके पश्चात् उक्त अधिनियम कहा गया है) की धारा 17 की उप-धारा (2-क) के अधीन छूट दिए जाने के लिए आवेदन किया है ;

और केन्द्रीय सरकार का समाधान हो गया है कि उक्त स्थापन के कर्मचारी, किसी पृथक अभिदाय या प्रीमियम का संदाय किए बिना ही, भारतीय जीवन बीमा नियम की सामाहिक बीमा स्कीम के अधीन जीवन बीमा के रूप में फायदे उठा रहे हैं और ऐसे कर्मचारियों के लिए ये फायदे उन फायदों से अधिक अनुकूल हैं जो कर्मचारी निक्षेप सहबद्ध बीमा स्कीम, 1976 (जिसमें इसके पश्चात् उक्त स्कीम कहा गया है) के अधीन उन्हें अनुजय है ;

अतः केन्द्रीय सरकार, उक्त अधिनियम की धारा 17 की उप-धारा (2क) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए और इससे उपायध्व अनुसूची में विनिर्दिष्ट शर्तों के अधीन रहते हुए, उक्त स्थापन को तीन वर्ष की अवधि की लिए उक्त स्कीम के सभी उप-बंधों के प्रवर्तन से छूट देती है ।

अनुसूची

1. उक्त स्थापन के संबंध में नियोजक प्रादेशिक भविष्य निधि अनुक्त, उत्तर प्रदेश को ऐसी विवरणियां भेजेगा और ऐसे लेखा रखेगा तथा निरीक्षण के लिए ऐसी सुविधाएं प्रदान करेगा जो केन्द्रीय सरकार, समय-समय पर निर्दिष्ट करें ।

2. नियोजक, ऐसे निरीक्षण प्रभारों का प्रत्येक मास की समाप्ति के 15 दिन के भीतर संदाय करेगा जो केन्द्रीय सरकार, उक्त अधिनियम की धारा 17 की उपधारा (3क) के खंड (क) के अधीन समय-समय पर निर्दिष्ट करें ।

3. सामाहिक बीमा स्कीम के प्रशासन में, जिसके अंतर्गत लेखाओं का रखा जाना विवरणियों का प्रस्तुत किया जाना, बीमा प्रीमियम का संदाय, लेखाओं का अंतरण, निरीक्षण प्रभारों संदाय आदि भी है, होने वाले सभी कार्यों का वहन नियोजक द्वारा किया जाएगा ।

4. नियोजक, केन्द्रीय सरकार द्वारा अनुमोदित सामूहिक बीमा स्कीम की नियमों की एक प्रति और जब कभी उनमें संशोधन किया जाए, तब उस संशोधन की प्रति तथा कर्मचारियों की बहुसंख्या की भाषा में उसकी मुख्य बातों का अनुवाद, संस्थान के सूचना पट्ट पर प्रदर्शित करेगा ।

5. यदि कोई ऐसा कर्मचारी, जो कर्मचारी भविष्य निधि का या उक्त अधिनियम के अधीन छूट प्राप्त किसी स्थापन की भविष्य निधि का पहले ही सदस्य है, उसके स्थापन में नियोजित किया जाता है, तो नियोजक, सामाहिक बीमा स्कीम के सदस्य के रूप में उसका नाम दर्ज करेगा और उसकी

वांछित आवश्यक प्रीमियम भारतीय जीवन बीमा निगम को सौंप करेगा ।

6. यदि उक्त स्कीम के अधीन कर्मचारियों को उपलब्ध फायदे बढ़ाये जाते हैं तो नियोजक सामूहिक बीमा स्कीम के अधीन कर्मचारियों को उपलब्ध फायदों में समीचीन रूप से वृद्धि की जाने की व्यवस्था करेगा जिससे कि कर्मचारियों के लिए सामूहिक बीमा स्कीम के अधीन उपलब्ध फायदे उन फायदों से अधिक अनुकूल हों, जो उक्त स्कीम के अधीन अनुश्रेय हों ।

7. सामूहिक बीमा स्कीम में किसी बात के होने हुए भी, यदि किसी कर्मचारी की मृत्यु पर इस स्कीम के अधीन संदेय रकम उस रकम से कम है जो कर्मचारी को उस वंश में संदेय होती, जब वह उक्त स्कीम के अधीन होता तो नियोजक कर्मचारी के विविध वारिस/नाम निर्देशितों को प्रतिकर के रूप में ज्ञात रकमों के अन्तर के बचत रकम का संदाय करेगा ।

8. सामूहिक बीमा स्कीम के उपबन्धों में कोई भी संशोधन, प्रादेशिक भविष्य निधि आयुक्त, उत्तर प्रदेश के पूर्व अनुमोदन के बिना नहीं किया जाएगा और जहाँ किसी संशोधन से कर्मचारियों के हित पर प्रतिकूल प्रभाव पड़ने की सम्भावना हो, वहाँ प्रादेशिक भविष्य निधि आयुक्त अपना अनुमोदन देने से पूर्व कर्मचारियों को अपना दृष्टिकोण स्पष्ट करने का व्यक्तिगत अवसर देगा ।

9. यदि किसी कारणवश, स्थापन के कर्मचारी, भारतीय जीवन बीमा निगम की उस सामूहिक बीमा स्कीम के, जिसे स्थापन पहले अपना चयन है अधीन नहीं रह जाते हैं, या उस स्कीम के अधीन कर्मचारियों को प्राप्त होने वाले फायदे किसी रीति से कम हो जाते हैं, तो यह रद्द की जा सकती है ।

10. यदि किसी कारणवश, नियोजक उस नियत तारीख के भीतर, जो भारतीय जीवन बीमा निगम नियत करे, प्रीमियम का संदाय करने में असफल रहता है, और पालिसी को व्यपगत हो जाने दिया जाता है तो, छूट रद्द की जा सकती है ।

11. नियोजक द्वारा प्रीमियम के संदाय में किए गए किसी व्यतिक्रम की दशा में, उन मृत सदस्यों के नाम निर्देशितियों या विधिक वारिसों को जो यदि यह छूट न दी गई होती तो उक्त स्कीम के अन्तर्गत होते, बीमा फायदों के संदाय का उत्तरदायित्व नियोजक पर होगा ।

12. उक्त स्थापन के सम्बन्ध में नियोजक, इस स्कीम के अधीन आने वाले, किसी सदस्य की मृत्यु होने पर उसके हकदार नाम निर्देशितियों/विधिक वारिसों को बीमाकृत रकम का समाय सत्परता से और प्रत्येक दशा में भारतीय जीवन बीमा निगम से बीमाकृत रकम प्राप्त होने के सात दिन के भीतर अनिवार्य करेगा ।

[सं. एस-35014/38/85-एम. एम. 4]

S.O. 1152.—Whereas Messrs Uttar Pradesh State Spinning Mills Company, (No. II) Limited, B-15, Sarvodaya Nagar, Kanpur (UP/11349) (hereinafter referred to as the said establishment) have applied for exemption under sub-section (2A) of Section 27 of the Employees' Provident Funds and Miscellaneous Provisions Act, 1952 (19 of 1952) (hereinafter referred to as the said Act);

And whereas, the Central Government is satisfied that the employees of the said establishment are, without making any separate contribution or payment of premium, in enjoyment of benefits under the Group Insurance Scheme of the Life Insurance Corporation of India in the nature of Life Insurance which are more favourable to such employees

than the benefits admissible under the Employees' Deposit Linked Insurance Scheme, 1976 (hereinafter referred to as the said Scheme);

Now, therefore, in exercise of the powers conferred by sub-section (2A) of section 17 of the said Act and subject to the conditions specified in the Schedule annexed hereto, the Central Government hereby exempts the said establishment from the operation of all the provisions of the said Scheme for a period of three years.

SCHEDULE

1. The employer in relation to the said establishment shall submit such returns to the Regional Provident Fund Commissioner, Uttar Pradesh and maintain such accounts and provide such facilities for inspection as the Central Government may direct from time to time.

2. The employer shall pay such inspection charges as the Central Government may, from time to time, direct under clause (a) of sub-section (3A) of section 17 of the said Act, within 15 days from the close of every month.

3. All expenses involved in the administration of the Group Insurance Scheme, including maintenance of accounts, submission of returns, payment of insurance premia, transfer of accounts, payment of inspection charges etc. shall be borne by the employer.

4. The employer shall display on the Notice Board of the establishment, a copy of the rules of the Group Insurance Scheme as approved by the Central Government and as and when amended, alongwith a translation of the salient features thereof, in the language of the majority of the employees.

5. Whereas an employee, who is already a member of the Employees' Provident Fund or the Provident Fund of an establishment exempted under the said Act, is employed in his establishment, the employer shall immediately enrol him as a member of the Group Insurance Scheme and pay necessary premium in respect of him to the Life Insurance Corporation of India.

6. The employer shall arrange to enhance the benefits available to the employees under the Group Insurance Scheme appropriately, if the benefits available to the employees under the said Scheme are enhanced, so that the benefits available under the Group Insurance Scheme are more favourable to the employees than the benefits admissible under the said Scheme.

7. Notwithstanding anything contained in the Group Insurance Scheme, if on the death of an employee the amount payable under this scheme be less than the amount that would be payable had employee been covered under the said Scheme, the employer shall pay the difference to the legal heir/nominee of the employee as compensation.

8. No amendment of the provisions of the Group Insurance Scheme, shall be made without the prior approval of the Regional Provident Fund Commissioner, Uttar Pradesh and where any amendment is likely to affect adversely the interest of the employees, the Regional Provident Fund Commissioner shall before giving his approval, give a reasonable opportunity to the employees to explain their point of view.

9. Where, for any reason, the employees of the said establishment do not remain covered under the Group Insurance Scheme of the Life Insurance Corporation of India as already adopted by the said establishment, or the benefits to the employees under this Scheme are reduced in any manner, the exemption shall be liable to be cancelled.

10. Where, for any reason, the employer fails to pay the premium etc. within the due date, as fixed by the Life Insurance Corporation of India, and the policy is allowed to lapse, the exemption is liable to be cancelled.

11. In case of default, if any made by the employer in payment of premium and responsibility for payment of assurance benefits to the nominees or the legal heirs of deceased members who would have been covered under the said Scheme but for grant of this exemption, shall be that of the employer.

12. Upon the death of the members covered under the Scheme the Life Insurance Corporation of India shall ensure prompt payment of the sum assured to the nominee/legal heirs of the deceased member entitled for it and in any case within one month from the receipt of claim complete in all respects.

[No. S-35014/38/85-SS-IV]

नई दिल्ली, 1 मार्च, 1985

का.आ. 1153 :—केन्द्रीय सरकार को यह प्रतीत होता है कि मैसर्स दी वेस्ट बंगाल पल्पवुड डिवेलोपमेंट कॉर्पोरेशन लिमिटेड, 95, पार्क स्ट्रीट, कलकत्ता-700016 नामक स्थापन के सम्बद्ध नियोजक और कर्मचारियों की बहुसंख्या इस बात पर सहमत हो गई है कि कर्मचारी भविष्य निधि और प्रकीर्ण उपबंध अधिनियम, 1952 (1952 का 19) के उपबंध उक्त स्थापन को लागू किए जाने चाहिए।

अतः केन्द्रीय सरकार, उक्त अधिनियम की धारा 1 की उपधारा (4) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए उक्त अधिनियम के उपबंध उक्त स्थापन को लागू करती है।

[सं. एस-35017/3/85/एस.एस.-2]

New Delhi, the 1st March, 1985

S.O. 1153.—Whereas it appears to the Central Government that the employer and the majority of the employees in relation to the establishment known as Messrs. The West Bengal Pulpwood Development Corporation Limited, 95, Park Street, Calcutta-700016 have agreed that the provision of the Employees' Provident Fund and Miscellaneous Provisions Act, 1952 (19 of 1952), should be made applicable to the said establishment.

Now, therefore, in exercise of the powers conferred by sub-section (4) of Section 1 of the said Act, the Central Government hereby applies the provisions of the said Act to the said establishment.

[No. S. 35017(3)/85-SS-III]

का.आ. 1154 :—केन्द्रीय सरकार को यह प्रतीत होता है कि मैसर्स वेस्ट बंगाल फिल्म डिवेलोपमेंट कॉर्पोरेशन लि. 2, रॉयड स्ट्रीट, कलकत्ता-700018 नामक स्थापन के सम्बद्ध नियोजक और कर्मचारियों की बहुसंख्या इस बात पर सहमत हो गई है कि कर्मचारी भविष्य निधि और प्रकीर्ण उपबंध अधिनियम, 1952 (1952 का 19) के उपबंध उक्त स्थापन को लागू किए जाने चाहिए।

अतः केन्द्रीय सरकार, उक्त अधिनियम की धारा 1 की उपधारा (4) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए उक्त अधिनियम के उपबंध उक्त स्थापन को लागू करती है।

[सं. एस-35017(4)/एस.एस.-2]

S.O. 1154.—Whereas it appears to the Central Government that the employer and the majority of the employees in relation to the establishment known as Messrs. West Bengal Film Development Corporation Limited, 2, Royd Street, Calcutta-700018 have agreed that the provision of the Employees' Provident Fund and Miscellaneous Provisions Act, 1952 (19 of 1952), should be made applicable to the said establishment;

Now, therefore, in exercise of the powers conferred by sub-section (4) of Section 1 of the said Act, the Central Government hereby applies the provisions of the said Act to the said establishment.

[No. S. 35017(4)/85-SS-III]

का.आ. 1155 :—केन्द्रीय सरकार को यह प्रतीत होता है कि मैसर्स पोली इन्डस्ट्रीयल कोऑपरेटिव सोसायटी लिमिटेड 7, सागोर दत्ता घाट रोड, कलकत्ता-700058, और वक्स सोप, 5, नार्थ नावदापारा रोड, कलकत्ता-57 में स्थित नामक स्थापन के सम्बद्ध नियोजक और कर्मचारियों की बहुसंख्या इस बात पर सहमत हो गई है कि कर्मचारी भविष्य निधि और प्रकीर्ण उपबंध अधिनियम, 1952 (1952 का 19) के उपबंध उक्त स्थापन को लागू किए जाने चाहिए।

अतः केन्द्रीय सरकार, उक्त अधिनियम की धारा 1 की उपधारा (4) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए उक्त अधिनियम के उपबंध उक्त स्थापन को लागू करती है।

[सं. एस-35017(5)/85/एस.एस.-2]

S.O. 1155.—Whereas it appears to the Central Government that the employer and the majority of the employees in relation to the establishment known as Messrs. Poly Industrial Co-operative Society Limited, 7, Sagore Dutta Ghat Road, Calcutta-700058 including Work Shop 5, North Nowdapara Road, Calcutta-700057 have agreed that the provision of the Employees' Provident Fund and Miscellaneous Provisions Act, 1952 (19 of 1952), should be made applicable to the said establishment;

Now, therefore, in exercise of the powers conferred by sub-section (4) of Section 1 of the said Act, the Central Government hereby applies the provisions of the said Act to the said establishment.

[No. S. 35017(5)/85-SS-III]

का.आ. 1156 :—केन्द्रीय सरकार को यह प्रतीत होता है कि मैसर्स रोमेश चन्द्रा रावत, 5, पोतुप्ला लेन, कलकत्ता-700009, नामक स्थापन के सम्बद्ध नियोजक और कर्मचारियों की बहुसंख्या इस बात पर सहमत हो गई है कि कर्मचारी भविष्य निधि और प्रकीर्ण उपबंध अधिनियम, 1952 (1952 का 19) के उपबंध उक्त स्थापन को लागू किए जाने चाहिए।

अतः केन्द्रीय सरकार, उक्त अधिनियम की धारा 1 की उपधारा (4) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए उक्त अधिनियम के उपबंध उक्त स्थापन को लागू करती है।

[सं. एस-35017(6)/85/एस.एस.-2]

S.O. 1156.—Whereas it appears to the Central Government that the employer and the majority of the employees in relation to the establishment known as Messrs. Ramesha Chandra Raot, 5, Potuatpla Lane, Calcutta-700009 have agreed that the provision of the Employees' Provident Fund and Miscellaneous Provisions Act, 1952 (19 of 1952), should be made applicable to the said establishment;

Now, therefore, in exercise of the powers conferred by sub-section (4) of Section 1 of the said Act, the Central Government hereby applies the provisions of the said Act to the said establishment.

[No. S. 35017(6)/85-SS-III]

का.आ. 1157 :—केन्द्रीय सरकार को यह प्रतीत होता है कि मैसर्स सैगोटेरियंस, 46-ए वेल्लेजली स्ट्रीट, कलकत्ता-700016, नामक स्थापन के सम्बद्ध नियोजक और कर्मचारियों की बहुसंख्या इस बात पर सहमत हो गई है कि कर्मचारी भविष्य निधि और प्रकीर्ण उपबंध अधिनियम, 1952 (1952 का 19) के उपबंध उक्त स्थापन को लागू किए जाने चाहिए।

अतः केन्द्रीय सरकार, उक्त अधिनियम की धारा 1 की उपधारा (4) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए उक्त अधिनियम के उपबंध उक्त स्थापन को लागू करती है।

[सं. एस-35017(7)/85/एस. एस-2]

S.O. 1157.—Whereas it appears to the Central Government that the employer and the majority of the employees in relation to the establishment known as Messrs. Sagittarians, 46-A, Wellesely Street, Calcutta-700016 have agreed that the provision of the Employees' Provident Fund and Miscellaneous Provisions Act, 1952 (19 of 1952), should be made applicable to the said establishment;

Now, therefore, in exercise of the powers conferred by sub-section (4) of Section 1 of the said Act, the Central Government hereby applies the provisions of the said Act to the said establishment.

[No. S. 35017(7)/85-SS-II]

का.आ. 1158 :—केन्द्रीय सरकार को यह प्रतीत होता है कि मैसर्स बिहार बोन क्रशिंग प्रा. लिमिटेड 37, केनल साउथ रोड, कलकत्ता-39 और ऑफिस 46-सी (एवरस्ट हाउस) चौरंगी रोड, कलकत्ता-71 में स्थित, नामक स्थापन के सम्बद्ध नियोजक और कर्मचारियों की बहुसंख्या इस बात पर सहमत हो गई है कि कर्मचारी भविष्य निधि और प्रकीर्ण उपबंध अधिनियम, 1952 (1952 का 19) के उपबंध उक्त स्थापन को लागू किए जाने चाहिए।

अतः केन्द्रीय सरकार, उक्त अधिनियम की धारा 1 की उपधारा (4) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए उक्त अधिनियम के उपबंध उक्त स्थापन को लागू करती है।

[सं. एस-35017(8)/85 एस. एस-2]

S.O. 1158.—Whereas it appears to the Central Government that the employer and the majority of the employees in relation to the establishment known as Messrs. Bihar Bone Crushing Private Limited, 37, Canal South Road, Calcutta-700039 including Office at 46-C (Everest House) Chowringhee Road, Calcutta-700071 have agreed that the provision of the Employees' Provident Fund and Miscellaneous Provisions Act, 1952 (19 of 1952), should be made applicable to the said establishment;

Now, therefore, in exercise of the powers conferred by sub-section (4) of Section 1 of the said Act, the Central Government hereby applies the provisions of the said Act to the said establishment.

[No. S. 35017(8)/85-SS-II]

का.आ. 1159 :—केन्द्रीय सरकार को यह प्रतीत होता है कि मैसर्स काप इंजीनियरिंग 24/27, नटवर पाल रोड, मनशाताला, बेलगाछिया, हावड़ा (वैस्ट बंगाल) नामक स्थापन 1647 GI/84—8

से सम्बद्ध नियोजक और कर्मचारियों की बहुसंख्या इस बात पर सहमत हो गई है कि कर्मचारी भविष्य निधि और प्रकीर्ण उपबंध अधिनियम, 1952 (1952 का 19) के उपबंध उक्त स्थापन को लागू किए जाने चाहिए।

अतः केन्द्रीय सरकार, उक्त अधिनियम की धारा 1 की उपधारा (4) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए उक्त अधिनियम के उपबंध उक्त स्थापन को लागू करती है।

[सं. एस-35017(112)/85/एस. एस-2]

S.O. 1159.—Whereas it appears to the Central Government that the employer and the majority of the employees in relation to the establishment known as Messrs. Kas Engineering, 24/27, Natabar Paul Road, Manasutala, Belgachia, Howrah (West Bengal) have agreed that the provision of the Employees' Provident Fund and Miscellaneous Provisions Act, 1952 (19 of 1952), should be made applicable to the said establishment;

Now, therefore, in exercise of the powers conferred by sub-section (4) of Section 1 of the said Act, the Central Government hereby applies the provisions of the said Act to the said establishment.

[No. S. 35017(112)/85-SS-II]

का.आ. 1160 :—केन्द्रीय सरकार को यह प्रतीत होता है कि मैसर्स गोल्डन फिशरीज प्रा. लिमिटेड बी-81, डीफेन्स कालोनी, नई दिल्ली-24 और शाखा ट्यूटीकोरिन ब्रांच 18, विक्टोरिया स्ट्रीट, ट्यूटीकोरिन-628001 नामक स्थापन से सम्बद्ध नियोजक और कर्मचारियों की बहुसंख्या इस बात पर सहमत हो गई है कि कर्मचारी भविष्य निधि और प्रकीर्ण उपबंध अधिनियम, 1952 (1952 का 19) के उपबंध उक्त स्थापन को लागू किए जाने चाहिए।

अतः केन्द्रीय सरकार, उक्त अधिनियम की धारा 1 की उपधारा (4) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए उक्त अधिनियम के उपबंध उक्त स्थापन को लागू करती है।

[सं. एस-35019(85)/85/एस. एस-2]

S.O. 1160.—Whereas it appears to the Central Government that the employer and the majority of the employees in relation to the establishment known as Messrs. Golden Fisheries Private Limited, B-81, Defence Colony, New Delhi-110024, including branch namely Tuticorin Branch at 18, Victoria Street, Tuticorin-628001 have agreed that the provision of the Employees' Provident Fund and Miscellaneous Provisions Act, 1952 (19 of 1952), should be made applicable to the said establishment;

Now, therefore, in exercise of the powers conferred by sub-section (4) of Section 1 of the said Act, the Central Government hereby applies the provisions of the said Act to the said establishment.

[No. S. 35019(85)/85-SS-II]

का.आ. 1161 :—केन्द्रीय सरकार को यह प्रतीत होता है कि मैसर्स पुलीमुटिल सिल्क हाउस पीएस गुड्स मर्चेन्ट्स, थोडूपूछा-685584, इडुकी डिस्ट्रिक्ट, केरला नामक स्थापन से सम्बद्ध नियोजक और कर्मचारियों की बहुसंख्या इस बात पर सहमत हो गई है कि कर्मचारी भविष्य निधि और प्रकीर्ण उपबंध

अधिनियम, 1952 (1952 का 19) के उपबंध उक्त स्थापन को लागू किए जाने चाहिए।

अतः केन्द्रीय सरकार, उक्त अधिनियम की धारा 1 की उपधारा (4) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए उक्त अधिनियम के उपबंध उक्त स्थापन को लागू करती है।

[सं. एस-35019(86)/85/एस. एस-2]

S.O. 1161.—Whereas it appears to the Central Government that the employer and the majority of the employees in relation to the establishment known as Messrs. Pullmoottil Silk House, Piece Goods Merchants, Thodupuzha-685584, Idukki District, Kerala have agreed that the provisions of the Employees' Provident Fund and Miscellaneous Provisions Act, 1952 (19 of 1952), should be made applicable to the said establishment;

Now, therefore, in exercise of the powers conferred by sub-section (4) of Section 1 of the said Act, the Central Government hereby applies the provisions of the said Act to the said establishment.

[No. S. 35019(86)/85-SS-II]

का.आ. 1162 :—केन्द्रीय सरकार को यह प्रतीत होता कि मैसर्स होटल मयूरा, ओल्ड बस स्टैंड, कुडापाह-516001 आन्ध्र प्रदेश नामक स्थापन से सम्बद्ध नियोजक और कर्मचारियों की बहुसंख्या इस बात पर सहमत हो गई है कि कर्मचारी भविष्य निधि और प्रकीर्ण उपबंध अधिनियम, 1952 (1952 का 19) के उपबंध उक्त स्थापन को लागू किए जाने चाहिए।

अतः केन्द्रीय सरकार, उक्त अधिनियम की धारा 1 की उपधारा (4) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए उक्त अधिनियम के उपबंध उक्त स्थापन को लागू करती है।

[सं. एस-35019(87)/85/एस. एस-2]

S.O. 1162.—Whereas it appears to the Central Government that the employer and the majority of the employees in relation to the establishment known as Messrs. Hotel Mayura, Old Bus Stand, Cuddapah-516001, Andhra Pradesh have agreed that the provision of the Employees' Provident Fund and Miscellaneous Provisions Act, 1952 (19 of 1952), should be made applicable to the said establishment;

Now, therefore, in exercise of the powers conferred by sub-section (4) of Section 1 of the said Act, the Central Government hereby applies the provisions of the said Act to the said establishment.

[No. S. 35019(87)/85-SS-II]

का.आ. 1163 :—केन्द्रीय सरकार को यह प्रतीत होता है कि मैसर्स मिनेक्टोचेम, 1-1-476/2, गांधी नगर, हैदराबाद-500380, आन्ध्रा प्रदेश नामक स्थापन के सम्बद्ध नियोजक और कर्मचारियों की बहुसंख्या इस बात पर सहमत हो गई है कि कर्मचारी भविष्य निधि और प्रकीर्ण उपबंध अधिनियम, 1952 (1952 का 19) के उपबंध उक्त स्थापन को लागू किए जाने चाहिए।

अतः केन्द्रीय सरकार, उक्त अधिनियम की धारा 1 की उपधारा (4) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए उक्त अधिनियम के उपबंध उक्त स्थापन को लागू करती है।

[सं. एस-35019(88)/85/एस. एस-2]

S.O. 1163.—Whereas it appears to the Central Government that the employer and the majority of the employees in relation to the establishment known as Messrs. Minactochem 1-1-476/2, Gandhi Nagar, Hyderabad-500380, Andhra Pradesh have agreed that the provisions of the Employees' Provident Fund and Miscellaneous Provisions Act, 1952 (19 of 1952), should be made applicable to the said establishment;

Now, therefore, in exercise of the powers conferred by sub-section (4) of Section 1 of the said Act, the Central Government hereby applies the provisions of the said Act to the said establishment.

[No. S. 35019(88)/85-SS-II]

का.आ. 1164 :—केन्द्रीय सरकार को यह प्रतीत होता है कि सालोमे इंजीनियर्स 335, बाग कड़ेबा, दिल्ली-110007 नामक स्थापन के सम्बद्ध नियोजक और कर्मचारियों की बहुसंख्या इस बात पर सहमत हो गई है कि कर्मचारी भविष्य निधि और प्रकीर्ण उपबंध अधिनियम, 1952 (1952 का 19) के उपबंध उक्त स्थापन को लागू किए जाने चाहिए।

अतः केन्द्रीय सरकार, उक्त अधिनियम की धारा 1 की उपधारा (4) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए उक्त अधिनियम के उपबंध उक्त स्थापन को लागू करती है।

[सं. एस-35019(89)/85/एस. एस-2]

S.O. 1164.—Whereas it appears to the Central Government that the employer and the majority of the employees in relation to the establishment known as Messrs. Salomee Engineers 335, Bagh Kare Khan, Delhi-110007 have agreed that the provision of the Employees' Provident Fund and Miscellaneous Provisions Act, 1952 (19 of 1952) should be made applicable to the said establishment;

Now, therefore, in exercise of the powers conferred by sub-section (4) of Section 1 of the said Act the Central Government hereby applies the provisions of the said Act to the said establishment.

[No. S. 35019(89)/85-SS-II]

का.आ. 1165 :—केन्द्रीय सरकार को यह प्रतीत होता है कि मैसर्स दी कर्नाटका बैकवार्ड क्लासिज एण्ड माइनोरीटीज डेवलपमेन्ट कारपोरेशन, लिमिटेड पहली मंजिल "अनजली", 29, एसटी, जोहन्स चर्च रोड, क्लेवलैंड टाउन, बंगलूर-560025 नामक स्थापन के सम्बद्ध नियोजक और कर्मचारियों की बहुसंख्या इस बात पर सहमत हो गई है कि कर्मचारी भविष्य निधि और प्रकीर्ण उपबंध अधिनियम, 1952 (1952 का 19) के उपबंध उक्त स्थापन को लागू किए जाने चाहिए।

अतः केन्द्रीय सरकार, उक्त अधिनियम की धारा 1 की उपधारा (4) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए उक्त अधिनियम के उपबंध उक्त स्थापन को लागू करती है।

[सं. एस-35019(90)/85/एस. एस-2]

S.O. 1165.—Whereas it appears to the Central Government that the employer and the majority of the employees in relation to the establishment known as Messrs. The Karnataka Backward Classes and Minorities Development Corporation Limited, 1st floor, "Anjali" 29, John's Church Road, Cleveland Town, Bangalore-560025 have agreed that the provision of the Employees' Provident Fund and Miscellaneous Provisions Act, 1952 (19 of 1952), should be made applicable to the said establishment;

Now, therefore, in exercise of the powers conferred by sub-section (4) of Section 1 of the said Act, the Central Government hereby applies the provisions of the said Act to the said establishment.

[No. S. 35019(90)/85-SS-II]

का. आ. 1166 :—केन्द्रीय सरकार को यह प्रतीत होता है कि मैसर्स क्रेच-उदावी एदायानचावाडी, आरोविने, साउथ आरकोट, तमिल नाडू-605601 नामक स्थापन के सम्बद्ध नियोजक और कर्मचारियों की बहुसंख्या इस बात पर सहमत हो गई है कि कर्मचारी भविष्य निधि और प्रकीर्ण उपबंध अधिनियम, 1952 (1952 का 19) के उपबंध उक्त स्थापन को लागू किए जाने चाहिए।

अतः केन्द्रीय सरकार, उक्त अधिनियम की धारा 1 की उपधारा (4) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए उक्त अधिनियम के उपबंध उक्त स्थापन को लागू करती है।

[सं. एस-35019(91)/85/एस. एस.-2]

S.O. 1166.—Whereas it appears to the Central Government that the employer and the majority of the employees in relation to the establishment known as Messrs. Creche—Udavi Edayanchavadi, Auroville, South Arcot, Tamil Nadu-605601 have agreed that the provision of the Employees' Provident Fund and Miscellaneous Provisions Act, 1952 (19 of 1952), should be made applicable to the said establishment;

Now, therefore, in exercise of the powers conferred by sub-section (4) of Section 1 of the said Act, the Central Government hereby applies the provisions of the said Act to the said establishment.

[No. S-35019(91)/85-SS-II]

नई दिल्ली, 4 मार्च, 1985

का. आ. 1167 :—केन्द्रीय सरकार को यह प्रतीत होता है कि मैसर्स रॉबर्ट्स मकलीन कन्सल्टेंट्स प्रा. लि. 27-बी, केमक स्ट्रीट, कलकत्ता-16 और शाखाएँ (1) नाथन रिजनल आफिस (ई) 1, मण्डेबालान एक्सटेंशन, लिफ रोड, नई दिल्ली-55 और (2) वेस्टर्न रिजनल आफिस आइलेको हाउस सर. पी. मेहता रोड, बम्बई-1 में स्थित नामक स्थापन के सम्बद्ध नियोजक और कर्मचारियों की बहुसंख्या इस बात पर सहमत हो गई है कि कर्मचारी भविष्य निधि और प्रकीर्ण उपबंध अधिनियम, 1952 (1952 का 19) के उपबंध उक्त स्थापन को लागू किए जाने चाहिए।

अतः केन्द्रीय सरकार, उक्त अधिनियम की धारा 1 की उपधारा (4) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए उक्त अधिनियम के उपबंध उक्त स्थापन को लागू करती है।

[सं. एस-35017(9)/85/एस. एस.-2]

New Delhi, the 4th March, 1985

S.O. 1167.—Whereas it appears to the Central Government that the employer and the majority of the employees in relation to the establishment known as Messrs. Roberts Mclean Consultants Private Limited, 27-B, Camac Street Calcutta-700016 including Branches at (1) Northern Regional Office 1E/1, Jhandewalan Extension, Link Road, New Delhi-55 and (2) Western Regional Office "ILACO House", Sir P. Mehta Road, Bombay-400001, have agreed that the provision of the Employees' Provident Fund and Miscellaneous Provisions Act, 1952 (19 of 1952), should be made applicable to the said establishment;

Now, therefore, in exercise of the powers conferred by sub-section (4) of Section 1 of the said Act, the Central Government hereby applies the provisions of the said Act to the said establishment.

[No. S-35017/9/85-SS-II]

का. आ. 1168 :—केन्द्रीय सरकार को यह प्रतीत होता है कि मैसर्स सुन्दर सिन्थेटिक्स प्रा. लि. ब्राबोरन रोड, कलकत्ता-1 और इसकी शाखाएँ (1) बी-37/108, बिरदोपुर बाराणसी (उ. प्र.) और (ii) टी-2526 इलाही बक्स रोड करोल बाग, नई दिल्ली-1, नामक स्थापन के सम्बद्ध नियोजक और कर्मचारियों की बहुसंख्या इस बात पर सहमत हो गई है कि कर्मचारी भविष्य निधि और प्रकीर्ण उपबंध अधिनियम, 1952 (1952 का 19) के उपबंध उक्त स्थापन को लागू किए जाने चाहिए।

अतः केन्द्रीय सरकार, उक्त अधिनियम की धारा 1 की उपधारा (4) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए उक्त अधिनियम के उपबंध उक्त स्थापन को लागू करती है।

[सं. एस-35017(10)/85/एस. एस.-2]

S.O. 1168.—Whereas it appears to the Central Government that the employer and the majority of the employees in relation to the establishment known as Messrs. Sunder Synthetics Private Limited, 23, Brabourne Road, Calcutta-700001 including its branches at (1) B-37/108, Birdopur, Varanasi (Uttar Pradesh) and (2) T-2526, Elahi Bax Road, Karol Bagh, New Delhi-110005, have agreed that the provision of the Employees' Provident Fund and Miscellaneous Provisions Act, 1952 (19 of 1952), should be made applicable to the said establishment;

Now, therefore, in exercise of the powers conferred by sub-section (4) of Section 1 of the said Act, the Central Government hereby applies the provisions of the said Act to the said establishment.

[No. S-35017/10/85-SS-II]

का. आ. 1169 :—केन्द्रीय सरकार को यह प्रतीत होता है कि मैसर्स नेप्स मशीन एण्ड टूल्स 55, पूर्णा मित्रा प्लेस, कलकत्ता-33, नामक स्थापन के सम्बद्ध नियोजक और कर्मचारियों की बहुसंख्या इस बात पर सहमत हो गई है कि कर्मचारी भविष्य निधि और प्रकीर्ण उपबंध अधिनियम, 1952 (1952 का 19) के उपबंध उक्त स्थापन को लागू किए जाने चाहिए।

अतः केन्द्रीय सरकार, उक्त अधिनियम की धारा 1 की उपधारा (4) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए उक्त अधिनियम के उपबंध उक्त स्थापन को लागू करती है।

[सं. एस-35017(11)/85/एस. एस.-2]

S.O. 1169.—Whereas it appears to the Central Government that the employer and the majority of the employees in relation to the establishment known as Messrs. Naps Machines and Tools 55, Purna Mitra Place, Calcutta-33 have agreed that the provision of the Employees' Provident Fund and Miscellaneous Provisions Act, 1952 (19 of 1952), should be made applicable to the said establishment;

Now, therefore, in exercise of the powers conferred by sub-section (4) of Section 1 of the said Act, the Central Government hereby applies the provisions of the said Act to the said establishment.

[No. S-35017/11/85-SS-II]

का. आ. 1170.—केन्द्रीय सरकार को यह प्रतीत होता है कि मैसर्स औरियन्ट रबर प्रोडक्ट्स 34/4, सस्ती सल्ला रोड़, कलकत्ता-11 और हेड आफिस 148 धर्मपथ एक्सटेंशन नागपुर-10 और ब्रांच आफिस ए ई-694, सेक्टर-1 साल्ट लेक, कलकत्ता-64 में स्थित, नामक स्थापन के सम्बद्ध नियोजक और कर्मचारियों की बहुसंख्या इस बात पर सहमत हो गई है कि कर्मचारी भविष्य निधि और प्रकीर्ण उपबंध अधिनियम, 1952 (1952 का 19) के उपबंध उक्त स्थापन को लागू किए जाने चाहिए।

अतः केन्द्रीय सरकार, उक्त अधिनियम की धारा 1 की उपधारा (4) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए, उक्त अधिनियम के उपबंध उक्त स्थापन को लागू करती है।

[सं. एस-35017/12/85-एस. एस.-2]

S.O. 1170.—Whereas it appears to the Central Government that the employer and the majority of the employees in relation to the establishment known as Messrs. Orient Rubber Products, 34/4-B, Sastitala Road, Calcutta-700011 including Head Office at 148, Dharampeth Extension, Nagpur-10 and branch office at AE-694, Sector-1, Salt Lake, Calcutta-64 have agreed that the provision of the Employees' Provident Fund and Miscellaneous Provisions Act, 1952 (19 of 1952), should be made applicable to the said establishment;

Now, therefore, in exercise of the powers conferred by sub-Section (4) of Section 1 of the said Act, the Central Government hereby applies the provisions of the said Act to the said establishment.

[No. S-35017/12/85-SS-II]

का. आ. 1171.—केन्द्रीय सरकार को यह प्रतीत होता है कि मैसर्स निरंजन कुमार घोष (गवर्नमेंट एंपायटेड होल सेलर) ए-डब्ल्यू/13, 1/1, नीम तोला घाट रोड़, श्याम नगर, 24-प्रगना, वेस्ट बंगाल, नामक स्थापन के सम्बद्ध नियोजक और कर्मचारियों की बहुसंख्या इस बात पर सहमत हो गई है कि कर्मचारी भविष्य निधि और प्रकीर्ण उपबंध अधिनियम, 1952 (1952 का 19) के उपबंध उक्त स्थापन को लागू किए जाने चाहिए।

अतः केन्द्रीय सरकार, उक्त अधिनियम की धारा 1 की उपधारा (4) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए, उक्त अधिनियम के उपबंध उक्त स्थापन को लागू करती है।

[सं. एस-35017 (13)/85-एस. एस.-2]

S.O. 1171.—Whereas it appears to the Central Government that the employer and the majority of the employees in relation to the establishment known as Messrs. Niranjan Kumar Ghosh (Government Appointed Whole Saler A-W/13) 1/1, Nimtola Ghat Road, Shyamnagar, 24-Parganas, West Bengal, have agreed that the provision of the Employees' Provident Fund and Miscellaneous Provisions Act, 1952 (19 of 1952), should be made applicable to the said establishment;

Now, therefore, in exercise of the powers conferred by sub-Section (4) of Section 1 of the said Act, the Central Government hereby applies the provisions of the said Act to the said establishment.

[No. S-35017/13/85-SS-II]

का. आ. 1172.—केन्द्रीय सरकार को यह प्रतीत होता है कि मैसर्स जे. पी. घोष एण्ड कम्पनी 2/5, लक्ष्मी नारायण चक्रावर्ती लेन, हावड़ा-1 आर आफिस पोस्ट एण्ड विनेज मिडल जोहरेहाट डिस्ट्रिक्ट, हावड़ा, (वेस्ट बंगाल) नामक स्थापन के सम्बद्ध नियोजक और कर्मचारियों की बहुसंख्या इस बात पर सहमत हो गई है कि कर्मचारी भविष्य निधि और प्रकीर्ण उपबंध अधिनियम, 1952 (1952 का 19) के उपबंध उक्त स्थापन को लागू किए जाने चाहिए।

अतः केन्द्रीय सरकार, उक्त अधिनियम की धारा 1 की उपधारा (4) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए, उक्त अधिनियम के उपबंध उक्त स्थापन को लागू करती है।

[सं. एस-35017 (14)/85-एस. एस.-2]

S.O. 1172.—Whereas it appears to the Central Government that the employer and the majority of the employees in relation to the establishment known as Messrs. J. P. Ghosh and Company, 2/5, Lakshmi Narayan Chakraborty Lane, Howrah-1, including Office at Post and Village Middle Jhorehat, District Howrah, West Bengal, have agreed that the provision of the Employees' Provident Fund and Miscellaneous Act, 1952 (19 of 1952), should be made applicable to the said establishment.

Now, therefore, in exercise of the powers conferred by sub-Section (4) of Section 1 of the said Act, the Central Government hereby applies the provisions of the said Act to the said establishment.

[No. S-35017/14/85-SS-II]

का. आ. 1173.—केन्द्रीय सरकार को यह प्रतीत होता है कि मैसर्स दी कैमिका प्रोडक्ट्स, तीस हाउस (थर्ड फ्लोर) पी-32 और 33 इन्डिया एक्सचेंज प्लेस, कलकत्ता और फैक्ट्री मेकार्दाह अन्दल रोड़, पो. आफिस मेकार्दाह, हावड़ा (वेस्ट बंगाल) नामक स्थापन के सम्बद्ध नियोजक और कर्मचारियों की बहुसंख्या इस बात पर सहमत हो गई है कि कर्मचारी भविष्य निधि और प्रकीर्ण उपबंध अधिनियम, 1952 (1952 का 19) के उपबंध उक्त स्थापन को लागू किए जाने चाहिए।

अतः केन्द्रीय सरकार, उक्त अधिनियम की धारा 1 की उपधारा (4) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए, उक्त अधिनियम के उपबंध उक्त स्थापन को लागू करती है।

[सं. एस-35037 (15)/85-एस. एस.-2]

S.O. 1173.—Whereas it appears to the Central Government that the employer and the majority of the employees in relation to the establishment known as Messrs. The Chemico Products, Tosh House (3rd Floor), P-32 & 33, India Exchange Place, Calcutta-700001 including factory at Makardah Andul Road, Post Office Makardah, Howrah, District, West Bengal have agreed that the provision of the Employees' Provident Fund and Miscellaneous Provisions Act, 1952 (19 of 1952), should be made applicable to the said establishment;

Now, therefore, in exercise of the powers conferred by sub-Section (4) of Section 1 of the said Act, the Central Government hereby applies the provisions of the said Act to the said establishment.

[No. S-35017/15/85-SS-II]

का. आ. 1174.—केन्द्रीय सरकार को यह प्रतीत होता है कि मैसर्स केलडीने आटोमेटिक्स प्रा. लि. 5-ए, नरेन्द्रा चन्द्र दत्ता सारानी, कलकत्ता-1 और शाखाएं: (1) 5-सी, संतोषपुर एवेन्यू, कलकत्ता-75, और (ii) 16-संतोषपुर एवेन्यू, कलकत्ता-75, और (iii) 208/2, रास बिहारी एवेन्यू, कलकत्ता-29 में स्थित, नामक स्थापन से सम्बद्ध नियोजक और कर्मचारियों की बहुसंख्या इस बात पर सहमत हो गई है कि कर्मचारी भविष्य निधि और प्रकीर्ण उपबंध अधिनियम, 1952 (1952 का 19) के उपबंध उक्त स्थापन को लागू किए जाने चाहिए।

अतः, केन्द्रीय सरकार, उक्त अधिनियम की धारा 1 की उपधारा (4) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए, उक्त अधिनियम के उपबंध उक्त स्थापन को लागू करती है।

[सं. एस-35017/16/85-एस. एस-2]

S.O. 1174.—Whereas it appears to the Central Government that the employer and the majority of the employees in relation to the establishment known as Messrs. Caldyne Automatic Private Limited, 5-A, Narendra Chandra Dutta Sarani, Calcutta-700001 including three Branches at (i) 5C, Santoshpore Avenue, Calcutta-700075, (ii) 16, Santoshpore Avenue, Calcutta-700075 and (iii) 208/2, Rashbehari Avenue, Calcutta-700029 have agreed that the provisions of the Employees' Provident Fund and Miscellaneous Provisions Act, 1952 (19 of 1952), should be made applicable to the said establishment;

Now, therefore, in exercise of the powers conferred by sub-section (4) of Section 1 of the said Act, the Central Government hereby applies the provisions of the said Act to the said establishment.

[No. S-35017/16/85-SS-II]

का. आ. 1175.—केन्द्रीय सरकार को यह प्रतीत होता है कि मैसर्स अलखा चन्द्रारौट 5, पोतियातोला लेन, कलकत्ता-700009, नामक स्थापन से सम्बद्ध नियोजक और कर्मचारियों की बहुसंख्या इस बात पर सहमत हो गई है कि कर्मचारी भविष्य निधि और प्रकीर्ण उपबंध अधिनियम, 1952 (1952 का 19) के उपबंध उक्त स्थापन को लागू किए जाने चाहिए।

अतः केन्द्रीय सरकार, उक्त अधिनियम की धारा 1 की उपधारा (4) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए, उक्त अधिनियम के उपबंध उक्त स्थापन को लागू करती है।

[सं. एस-35017/17/85-एस. एस-2]

S.O. 1175.—Whereas it appears to the Central Government that the employer and the majority of the employees in relation to the establishment known as Messrs. Alekha Chandra Rout 5, Potuatola Lane, Calcutta-700009 have agreed that the provisions of the Employees' Provident Fund and Miscellaneous Provisions Act, 1952 (19 of 1952), should be made applicable to the said establishment;

Now, therefore, in exercise of the powers conferred by sub-section (4) of Section 1 of the said Act, the Central Government hereby applies the provisions of the said Act to the said establishment.

[No. S-35017/17/85-SS-II]

का. आ. 1176.—केन्द्रीय सरकार को यह प्रतीत होता है कि मैसर्स ईस्ट लैंड मार्किटिंग एजेन्सी, 127-बी आचार्य जे. सी. बोष रोड, कलकत्ता-700014, नामक स्थापन से सम्बद्ध नियोजक और कर्मचारियों की बहुसंख्या इस बात पर सहमत हो गई है कि कर्मचारी भविष्य निधि और प्रकीर्ण उपबंध अधिनियम, 1952 (1952 का 19) के उपबंध उक्त स्थापन को लागू किए जाने चाहिए।

अतः केन्द्रीय सरकार, उक्त अधिनियम की धारा 1 की उपधारा (4) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए, उक्त अधिनियम के उपबंध उक्त स्थापन को लागू करती है।

[सं. एस-35017/18/85-एस. एस-2]

S.O. 1176.—Whereas it appears to the Central Government that the employer and the majority of the employees in relation to the establishment known as Messrs. East Land Marketing, Agency, 127-B, Acharya J. C. Bose Road, Calcutta-700014, have agreed that the provisions of the Employees' Provident Fund and Miscellaneous Provisions Act, 1952 (19 of 1952), should be made applicable to the said establishment;

Now, therefore, in exercise of the powers conferred by sub-section (4) of Section 1 of the said Act, the Central Government hereby applies the provisions of the said Act to the said establishment.

[No. S-35017/18/85-SS-II]

का. आ. 1177.—केन्द्रीय सरकार को यह प्रतीत होता है कि मैसर्स बॉन्ड्स टॉयलेट प्रोडक्ट्स प्रा. लि. 1-बी, देवदर स्ट्रीट, कलकत्ता-700019, नामक स्थापन से सम्बद्ध नियोजक और कर्मचारियों की बहुसंख्या इस बात पर सहमत हो गई है कि कर्मचारी भविष्य निधि और प्रकीर्ण उपबंध अधिनियम, 1952 (1952 का 19) के उपबंध उक्त स्थापन को लागू किए जाने चाहिए।

अतः केन्द्रीय सरकार, उक्त अधिनियम की धारा 1 की उपधारा (4) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए, उक्त अधिनियम के उपबंध उक्त स्थापन को लागू करती है।

[सं. एस-35017/19/85-एस. एस-2]

S.O. 1177.—Whereas it appears to the Central Government that the employer and the majority of the employees in relation to the establishment known as Messrs. Bonds Toilet Products Private Limited, 1-B, Deodar Street, Calcutta-700019 have agreed that the provisions of the Employees' Provident Fund and Miscellaneous Provisions Act, 1952 (19 of 1952), should be made applicable to the said establishment;

Now, therefore, in exercise of the powers conferred by sub-section (4) of Section 1 of the said Act, the Central Government hereby applies the provisions of the said Act to the said establishment.

[No. S-35017/19/85-SS-II]

का. आ. 1178.—केन्द्रीय सरकार को यह प्रतीत होता है कि मैसर्स प्रैस सर्विस कम्पनी, जैसौर रोड, पी. ओ. गंगा नगर पी. एस. एयर पोर्ट, 24, प्रगना, वैस्ट बंगाल, नामक स्थापन से सम्बद्ध नियोजक और कर्मचारियों की बहु-

संख्या इस बात पर सहमत हो गई है कि कर्मचारी भविष्य निधि और प्रकीर्ण उपबंध अधिनियम, 1952 (1952 का 19) के उपबंध उक्त स्थापन को लागू किए जाने चाहिए।

अतः केन्द्रीय सरकार, उक्त अधिनियम की धारा 1 की उपधारा (4) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए, उक्त अधिनियम के उपबंध उक्त स्थापन को लागू करती है।

[सं. एस-35017/20/85-एस. एस-2]

S.O. 1178.—Whereas it appears to the Central Government that the employer and the majority of the employees in relation to the establishment known as Messrs. Press Service Company, Jessore Road, Post Office Ganganagar, P. S. Airport, 24-Parganas, West Bengal, have agreed that the provisions of the Employees' Provident Fund and Miscellaneous Provisions Act, 1952 (19 of 1952), should be made applicable to the said establishment;

Now, therefore, in exercise of the powers conferred by sub-section (4) of Section 1 of the said Act, the Central Government hereby applies the provisions of the said Act to the said establishment.

[No. S-35017/20/85-SS-II]

का. आ. 1179.—केन्द्रीय सरकार को यह प्रतीत होता है कि मैसर्स मधुसुदन ओरगेनिक्स लि. 5, गोपाल डाक्टर रोड, किडरपोर, कलकत्ता-23 और रजि. आफिस 23/24, राधा बाजार स्ट्रीट, कलकत्ता-1, में स्थित, नामक स्थापन से सम्बद्ध नियोजक और कर्मचारियों की बहुसंख्या इस बात पर सहमत हो गई है कि कर्मचारी भविष्य निधि और प्रकीर्ण उपबंध अधिनियम, 1952 (1952 का 19) के उपबंध उक्त स्थापन को लागू किए जाने चाहिए।

अतः केन्द्रीय सरकार, उक्त अधिनियम की धारा 1 की उपधारा (4) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए, उक्त अधिनियम के उपबंध उक्त स्थापन को लागू करती है।

[सं. एस-35017/21/85-एस. एस-2]

S.O. 1179.—Whereas it appears to the Central Government that the employer and the majority of the employees in relation to the establishment known as Messrs. Madhusudan Organics Limited, 5, Gopal Doctor Road, Kidderpore, Calcutta-23 including its registered Office at 23/24, Radha Bazar Street, Calcutta-700001, have agreed that the provisions of the Employees' Provident Fund and Miscellaneous Provisions Act, 1952 (19 of 1952), should be made applicable to the said establishment;

Now, therefore, in exercise of the powers conferred by sub-section (4) of Section 1 of the said Act, the Central Government hereby applies the provisions of the said Act to the said establishment.

[No. S-35017/21/85-SS-II]

का. आ. 1180.—केन्द्रीय सरकार को यह प्रतीत होता है कि मैसर्स ओसिएन इलेक्ट्रॉनिक्स 511/1, डायमंड हारबर रोड, कलकत्ता-34, नामक स्थापन से सम्बद्ध नियोजक और कर्मचारियों की बहुसंख्या इस बात पर सहमत हो गई है कि कर्मचारी भविष्य निधि और प्रकीर्ण उपबंध अधिनियम, 1952 (1952 का 19) के उपबंध उक्त स्थापन को लागू किए जाने चाहिए।

अतः केन्द्रीय सरकार, उक्त अधिनियम की धारा 1 की उपधारा (4) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए, उक्त अधिनियम के उपबंध उक्त स्थापन को लागू करती है।

[सं. एस-35017/22/85-एस. एस-2]

S.O. 1180.—Whereas it appears to the Central Government that the employer and the majority of the employees in relation to the establishment known as Messrs. Ocean Electronics, 511/1, Diamond Harbour Road, Calcutta-34 have agreed that the provisions of the Employees' Provident Fund and Miscellaneous Provisions Act, 1952 (19 of 1952), should be made applicable to the said establishment;

Now, therefore, in exercise of the powers conferred by sub-section (4) of Section 1 of the said Act, the Central Government hereby applies the provisions of the said Act to the said establishment.

[No. S-35017/22/85-SS-II]

का. आ. 1131.—केन्द्रीय सरकार को यह प्रतीत होता है कि मैसर्स जुपिटर इलेक्ट्रॉनिक्स को. 34, मिरजा गालिब स्ट्रीट, कलकत्ता-16, नामक स्थापन से सम्बद्ध नियोजक और कर्मचारियों की बहुसंख्या में इस बात पर सहमत हो गई है कि कर्मचारी भविष्य निधि और प्रकीर्ण उपबंध अधिनियम, 1952 (1952 का 19) के उपबंध उक्त स्थापन को लागू किए जाने चाहिए।

अतः केन्द्रीय सरकार, उक्त अधिनियम की धारा 1 की उपधारा (4) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए, उक्त अधिनियम के उपबंध उक्त स्थापन को लागू करती है।

[सं. एस-35017/23/85-एस. एस-2]

S.O. 1181.—Whereas it appears to the Central Government that the employer and the majority of the employees in relation to the establishment known as Messrs. Jupiter Electronic Company, 34, Mirza Ghalib Street, Calcutta-16 have agreed that the provisions of the Employees' Provident Fund and Miscellaneous Provisions Act, 1952 (19 of 1952), should be made applicable to the said establishment;

Now, therefore, in exercise of the powers conferred by sub-section (4) of Section 1 of the said Act, the Central Government hereby applies the provisions of the said Act to the said establishment.

[No. S-35017/23/85-SS-II]

का. आ. 1182.—केन्द्रीय सरकार को यह प्रतीत होता है कि मैसर्स दी इन्डिया ट्रेडिंग कम्पनी (राम. जैड पी.) 65, अरविन्द सारनी, कलकत्ता-5 और शाखा नया बाजार, मुजफ्फरपुर (बिहार), नामक स्थापन से सम्बद्ध नियोजक और कर्मचारियों की बहुसंख्या इस बात पर सहमत हो गई है कि कर्मचारी भविष्य निधि और प्रकीर्ण उपबंध अधिनियम, 1952 (1952 का 19) के उपबंध उक्त स्थापन को लागू किए जाने चाहिए।

अतः केन्द्रीय सरकार, उक्त अधिनियम की धारा 1 की उपधारा (4) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए, उक्त अधिनियम के उपबंध उक्त स्थापन को लागू करती है।

[सं. एस-35017/24/85-एस. एस-2]

S.O. 1182.—Whereas it appears to the Central Government that the employer and the majority of the employees in relation to the establishment known as Messrs. The India Trading Company (MZP), 65, Arvind Sarani Calcutta-700005 and including branch at Naya Bazar, Muzaflar Pur, Bihar have agreed that the provision of the Employees' Provident Fund and Miscellaneous Provisions Act, 1952 (19 of 1952), should be made applicable to the said establishment;

Now, therefore, in exercise of the powers conferred by sub-Section (4) of Section 1 of the said Act, the Central Government hereby applies the provisions of the said Act to the said establishment.

[No. S-35017/24/85-SS-11]

नई दिल्ली, 6 मार्च, 1985

का. आ. 1183.—कर्मचारी राज्य बीमा अधिनियम, 1948 (1948 का 34) की धारा 1 की उप-धारा (3) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए, केन्द्रीय सरकार एतद्वारा 11 मार्च, 1985 को उस सारीख के रूप में नियत करती है, जिसको उक्त अधिनियम के अध्याय 4 (धारा 44 और 45 के सिवाय जो पहले ही प्रवृत्त की जा चुकी है) और अध्याय 5 और 6 (धारा 76 की उप-धारा (1) और धारा 77, 78, 79 और 81 के सिवाय जो पहले ही प्रवृत्त की जा चुकी है) के उपबंध राजस्थान राज्य के निम्नलिखित क्षेत्र में प्रवृत्त होंगे, अर्थात् :—

“धौलपुर जिले में धौलपुर नगर की विस्तारित नगर-पालिका सीमाओं के अन्तर्गत आने वाले क्षेत्र।”

[संख्या एस-38013/1/85-एस. एस.-1]

ए. के. भट्टराई, अवर सचिव

New Delhi, the 6th March, 1985

S.O. 1183.—In exercise of the powers conferred by sub-section (3) of section 1 of the Employees' State Insurance Act, 1948 (34 of 1948), the Central Government hereby appoints the 11th March, 1985 as the date on which the provisions of Chapter IV (except sections 44 and 45 which have already been brought into force) and Chapters V and VI (except sub-section (1) of section 76 and sections 77, 78, 79 and 81 which have already been brought into force) of the said Act, shall come into force in the following areas in the State of Rajasthan, namely :—

“The areas comprised within the extended municipal limits of Dholpur town in Dholpur District.”

[No. S-38013/1/85-SS-1]

A. K. BHATTARAI, Under Secy.

नई दिल्ली, 1 मार्च, 1985

का. आ. 1184.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार, भारतीय जीवन बीमा निगम, मछलीपट्टणम, आंध्र-प्रदेश के प्रबंधन से सम्बद्ध नियोजकों और उनके कर्मचारों के बीच, अनुबंध में निर्दिष्ट औद्योगिक विवाद में औद्योगिक अधिकरण, हैदराबाद के पंचाट को प्रकाशित करती है, जो केन्द्रीय सरकार को 20 फरवरी, 1985 को प्राप्त हुआ था।

New Delhi, the 1st March, 1985

S.O. 1184.—In pursuance of section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the award of Industrial Tribunal, Hyderabad, as shown in the Annexure in the industrial dispute between the employers in relation to the Life Insurance Corporation of India, Machilipatnam, Andhra Pradesh and their workmen, which was received by the Central Government on the 20th February, 1985.

BEFORE THE INDUSTRIAL TRIBUNAL (CENTRAL) AT HYDERABAD

PRESENT :

Sri J. Venugopala Rao,
Industrial Tribunal.

Industrial Dispute No. 11 of 1984

BETWEEN

The Workmen of Life Insurance Corporation of India,
Machilipatnam, Krishna District. A. P.

AND

The Management of Life Insurance Corporation of
India, Machilipatnam, Krishna District. (A.P.).

APPEARANCES :

Sarvasri P. Krishna Reddy and C. Ramesh, Advocates
—for the Workman.

Sarvasri I. I. N. Sastry and I. Dakshina Murthy, Advocates—
for the Management.

AWARD

The Government of India, Ministry of Labour by its Order No. L-17012(10)/83-D. IV(A) dated 6-2-1984 referred the following dispute under Section 7A and 10(1)(d) of the Industrial Disputes Act, 1947 between the Management of Life Insurance Corporation of India, Machilipatnam and their Workmen, to this Tribunal for adjudication.

“Whether the action of the management of Life Insurance Corporation of India, Machilipatnam in relation to their Branch Office, Ongole, Prakasham District in termination the service of Shri G. Ramaiah, Watchman with effect from 22-12-1982 is justified? If not, to what relief is the workman concerned entitled?”

This reference was registered as Industrial Dispute No. 11 of 1984 and notices were issued to both the parties.

2. The Workmen filed claims statement contending as follows : It is mentioned that the workman worked as Watchman in the Life Insurance Corporation, Machilipatnam. He joined in service as watchman from 1-2-1978 continuously to the entire satisfaction of the employer. Last drawn salary of Rs. 110.00 per month. According to him he was required to work every day from 5-30 p.m. to 9-30 A.M. as Watchman. When he agitated for enhancement of salary and better conditions of service and for regularisation, the Management has terminated him from service with effect from 22-11-1982 without serving a months notice or one month's salary in lieu thereof, and also not paid compensation at the time of termination. According to him that the recruitment to the posts of some cadre was held and were filled up by outsiders even though he has got the requisite qualifications and he is also an ex-servicemen. He contended that the action of the management is mala fide. The workman finally prays that he should be re-instated into service with back wages.

3. On the other hand, the Management contended that the concerned workman worked as part-time watchman on 4-4-1984, the date on which he filed a claims statement but he was attending to the general watch of the premises as he used to do previously with the second respondent. He was also watching the other buildings owned by others in

the area. So the prayer for reinstatement is wholly misconceived and incapable of adjudication. It is admitted by the Workman that he was working with the Management and his last drawn pay was Rs. 110.00 per month. But the petitioner was only a part-time watchman to keep general watch over the Branch office premises at Ongole along with other buildings owned by others in the vicinity. There were no specific duties allotted or assigned to the workman beyond what is stated therein. It is not correct to say that he was utilised as a night watchman from 5.30 p.m. to 9.30 A.M. every day as alleged. He was at best engaged for 3 to 4 hours a day and question of agitating between service conditions does not arise at all. Life Insurance Corporation have got a set of rules and procedure to be adopted in cases of employment of personnel. As a policy matter it was directed that there should be no part-time watchman in any of their offices situated in rented buildings. Pursuant to the said decision, the workman's services were discontinued with effect from 22-12-1982. The matter was reconsidered by the Central Office taking into account the fact that the workman was asked to have general watch over the premises of the Management premises from 1-2-1978 onwards and they have instructed that the workman may be again engaged as a part-time watchman on the same terms and conditions he was again engaged before his services as a part-time watchman were terminated on 22-11-1982. Accordingly the workman rejoined from 25-2-1984. Hence the Management submits that the reference becomes infructuous at this stage as the claim petition was preferred much later to his rejoining duty. The relevant provisions of the I.D. Act will not apply, it is not as regular employee of the Management and his claim for benefit and relief from the Management is unsustainable. The workman is engaged as a common watchman for all the tenants of the buildings. Hence the Management prays to reject the reference and dismiss the claim of the workman as unsustainable.

4. On behalf of the workman W.W.1 is examined and no documents were marked. On behalf of the Management one witness M.W.1 was examined and no documents were marked.

5. W.W.1 G. Ramaiah stated that he is working as Night Watchman in LIC Branch, Ongole since 1-2-1978 and his pay was originally Rs. 75.00 per month, and the same was ultimately increased to Rs. 110.00 per month, on the last occasion when his services were terminated. The salary was paid monthwise and his signature was taken on stamped voucher in a register. He asserted that he was in the office from 5.30 p.m. to 9.30 a.m. on the next day. It is his case that the keys are handed over to him after the closure of the office and he was asked to watchful as watchman and he was also informed that he would be held responsible if anything happen. He was not granted any holidays. Finally he was removed from service from 22-11-1982 without serving a month's notice. He represented the matter to the Union as well as the Management. According to him since 1978 he was in continuous service from 22-11-1982 till he was terminated. According to him in February 1984 he was re-employed by the Management as Night Watchman. Of course he mentioned that he did not mention in his claims statement that he was re-employed in February 1984 though it was filed in April 1984. According to him that the Management received from the higher authorities to dispense with the part-time watchman, hence he was removed. He denied that he worked with any other persons or office as Watchman during the period from December 1982 to February 1984. It is not correct to say that he is deposing falsely against the Management.

6. M.W. 1 is Sri S. V. Subbiah who is Higher Grade Assistant in L.I.C. Machilipatnam, deposed on behalf of the Management. According to him the workman is only a part-time watchman in the Branch Office at Ongole from 1-2-1978 and his last drawn wages was Rs. 110.00 per month. He was attending to the watch and ward of the LIC premises along with other buildings in that area. The workman is expected to work as part-time watchman not to work exceeding four hours per day. According to him, the management never handed over the keys to him

as part-time watchman. According to him the instructions received from higher authorities to terminate his services from 22-12-1982 as the policy of the Management not to appoint a part-time watchman to look after a rented private building. The witness stated that the workman rejoined duty on 25-2-1984 on the same terms and conditions as existed prior to the date of his termination. He admitted that he never worked in the Branch Office at Ongole where the workman was a part-time watch and ward. According to him no muster register was maintained for part-time workers. He states that if the part-time watchmen satisfied the requirement and regulations and conditions for full time watchman for appointment, he will be called, along with regular candidates who are called for interview. He conceded that no notice was issued to him when the workman was in service. It is his case that no notice need be served on the part-time workers. He conceded that there is no termination order as such or appointment order. He mentioned that the workman was working continuously as part-time worker since 1-2-1979. According to him watchman is expected to work for four hours as night part time watchman for their premises.

7. The question now is whether the action of the Management in terminating the services of the Petitioner from 22-11-1982 is justified?

8. The admitted facts are as follows:—The petitioner-workman is admittedly working as part-time watchman in the Life Insurance Corporation premises in Branch Office, Ongole since 1-2-1978 and he was continued in the said post till 22-11-1982. It is admitted that the Life Insurance Corporation Management instructed them to terminate all part-time watchmen of the L.I.C. Due to the said instructions he was removed. M.W.1 should have filed the said instruction to show or justify the said action in terminating the services of the Part-time watchman. The said instructions given by the superior authority was not filed in this Tribunal. Even for a moment if such directions was there as being contended, the question is whether a person who is part-time worker, when admitted that he can be called for full time watchman along with the regular candidates when vacancies arise, it is surprising when there is an allegation that there are number of juniors to him being retained in the service in the existing vacancies that this person who was in continuous service from 1-2-1978 till 22-11-1982 was terminated without any notice on the simple ground that no notice was required by the L.I.C. Rules. In fact individual disputes like this are permitted to be taken by the Union to make it an industrial dispute as defined under Section 2(s) read with Section 2(k) of the I.D. Act. The approach to decide whether one is a workman or not must be positive and not a negative one. What has to be seen is whether a particular employee is a workman and not whether the employees concerned falls within the exceptions mentioned in Section 2(s) and if he does not, then, by the process of elimination, he is a workman. *Kirloskar Bros. Ltd. v. Labour Court* (1976 LIC page 918). It is not the description but the actual work performed by an employee which is determinative of whether he is a workman or not. *Estrela Batteries Ltd. v. State of U.P.* (1979 LIC page 669). It is admitted that this workman even according to the Management is expected to work for four hours as night part time watchman for their premises (though other duties said to be done by workman are denied). The definition of "workman" under Section 2(s) of the I.D. Act include any persons, including "Apprentices" employed in any industry to do any manual, unskilled, technical work for hire or reward. Whether the terms of employment to be expressed or implied. Of course there are four exceptions and the present workman does not come under those four exceptions. A person employed in any industry to do technical work for hire or reward is also now included in the definition of "workman" and the word "Technical" as per the Chambers Dictionary means pertaining to art specially the useful arts; "Technique" means method of performance. It is clear from the Dictionary meaning the word "Technical" something pertaining to the art or applied science. As to the person it means one skilled in, or conversant with, something particular or are applied science. It is important to note that this person as a night watchman was in

know of method of watching as a technical man in his own way pertaining to the work of night watching and possess the technique of watching premises and it is not the Management case that he was lacking the technical skill as watchman and thus he will not be a workman within the definition of Section 2(s). If the successful execution of the work by the workman depends mainly upon the display or test for imagination or the exercise of some special mental or artistic faculty as distinguishes from manual dexterity, the workman is said to be employed in technical work, even though, in carrying out that work, he may have to go through a lot of manual labour. Thus looked from that angle I have no hesitation to hold that the part time watchman who worked for five years till 22-11-1982 comes under the definition of workman of the I.D. Act and once he is terminated without notice, the dispute comes under Section 2(k) of the I.D. Act and the provisions of the I.D. Act are attracted. Incidentally there is another reported case in Dr. P. N. Gulati v. Labour Court Gorakhpur (1978) (2)LLJ, page 46 that part-time Doctor employed in a Mill on monthly salary for rendering medical aid to its employees is held to be a workman and the Management was not right in terminating his services. In the instant case also the averment of the Petitioner that he was drawing Rs. 110.00 per month and his salary was monthwise and his signature was obtained on the stamped voucher in the Register and that he was there on continuous service as night part time watchman was not denied. It is merely said that they are not having muster register maintained for the part time worker that they have no supervision. The question has to be seen from the acquittance register maintained showing the payment of salary monthwise regularly to him. Unless he does his work as specified, how can they draw salary on monthly basis without supervision. They were not able to contradict this fact. Infact it is admitted in the counter that they were paying Rs. 110.00 monthly and extracting four hours night duty. It is their case as a matter of policy that no part time worker should not be kept by the Management. If that is the case, further re-employment from 25-2-1984 as now found admitted in the evidence seems to be untenable. The L.I.C. management policy is given a go-bye so the so-called policy of the IIC to dispense with such employees which is not filed, before this Tribunal which is said to be the main cause for termination is not filed and justified as a matter of rule stating that the same is enforceable in a court of law or court of adjudication. Further they themselves gave a go-bye to the said policy by re-employing him on 25-2-1984.

9. M.W.1 is not direct witness from Ongole Branch who is acquainted with his job and nature of work. He is only a Higher Grade Assistant, L.I.C. Office, Machilipatnam. His evidence is negatived. On the other hand W.W.1 asserted that he was on night watchman duty from the evening after the closure of office till the next date when office is reopened. This is reasonable and possible and natural. There were no other alternative employees of L.I.C. working as watch and ward during this period as per evidence. Thus it is found from all angles that this is arbitrary exercise of power by the Management and the same is vitiated as per the provisions of the I.D. Act and it attracted Section 25F and 25E and 25H of the I.D. Act, as it is alleged that interviews are being held for regular vacancies during all these periods and he was not interviewed for a permanent post in the Corporation for the Sub-Staff vacancies and that there are juniors to him working in the service. He is entitled for back wages and other benefits.

10. Hence the reference is answered in favour of the workman and against the Management holding that the termination of services of Sri G. Ramuloh, Watchman with effect from 22-12-1982 is not justified and that he is entitled to all the reliefs of the workman under I.D. Act and to all benefits under Life Insurance Corporation Rules with back wages.

1647 GI/84-9

Award passed accordingly.

Dictated to the Stenographer, transcribed by him and corrected by me and given under my hand and the seal of this Tribunal, this the 9th day of February, 1985.

Appendix of Evidence

Witness Examined
for the Workmen :

W.W.1 G. Ramulu

Witnesses Examined
for the Management :

M.W. 1 Sri S. V. Subbaiah.

Documents marked for the Workmen and Management :

NIL

J. VENUGOPALA RAO, Industrial Tribunal

[No. L-17012 (10)/83-D. IV(A)]

का.आ. 1185—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार, भारतीय जीवन बीमा निगम, मच्छलीपट्टनम, कृष्णा जिला, आंध्र प्रदेश के प्रबंधक के सम्मुख नियोजको और उनके कर्मचारियों के बीच, अनुबंध में निश्चित औद्योगिक विवाद में, औद्योगिक अधिकरण, हैदराबाद के पंचाट को प्रकाशित करती है, जो केन्द्रीय सरकार की 20 फरवरी 1985 को प्राप्त हुआ था।

S.O. 1185.—In pursuance of section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the award of Industrial Tribunal, Hyderabad, as shown in the Annexure in the industrial dispute between the employers in relation to the Life Insurance Corporation of India, Machilipatnam, Krishna District, Andhra Pradesh and their workmen, which was received by the Central Government on the 20th February, 1985.

BEFORE THE INDUSTRIAL TRIBUNAL (CENTRAL) AT HYDERABAD

PRESNT :

Sri J. Venugopala Rao, Industrial Tribunal.
Industrial Dispute No. 10 of 1984

BETWEEN

The Workman of Life Insurance Corporation of India,
Machilipatnam, Krishna District (A.P.)

AND

1. The Management of Life Insurance Corporation of
India, Machilipatnam, Krishna District (A.P.).

2. The Branch Manager, Life Insurance Corporation of
India, Narasaraopet, Guntur District.

APPEARANCES :

Sarvasri P. Krishna Reddy and C. Ramesh, Advocates—
for the Workman.

Sarvasri I. L. N. Sastry and I. Dakshina Murthy, Advoca-
cate—for the Management.

AWARD

The Government of India, Ministry of Labour by its Order No. L-17012(11)/83-D.IV(A) dated 6th February, 1984 referred the following dispute under Sections 7A and 10(1)(d) of the Industrial Disputes Act, 1947 between the Management of Life Insurance Corporation of India, Machilipatnam and their workman, to this Tribunal for adjudication:

"Whether the action of the management of Life Insurance Corporation of India, Machilipatnam in relation to their Branch Office, Narasaraopet, Guntur District in terminating the service of Sri D. Chinn Ramulu, Watchman with effect from 5-2-1983 is justified? If not to what relief is the workman concerned entitled?"

This reference was registered as Industrial Dispute No. 10 of 1984 and notices were issued to both the parties.

2. The workmen filed their claims statement contending as follows :—It is mentioned that the Petitioner-workman is a poor Harijan who worked as Watchman under the Management since 1966 continuously to the entire satisfaction of the employer and drawing a salary of Rs. 175.00 per month. He contended that the action of the Management is mala fide. Therefore argued that he should be reinstated in service with back wages.

3. On the other hand the Management contended that it is a fact that he was working as part-time Watchman on 4-4-1984 the date on which he filed a claims statement but he was attending to the general duties of watching of the premises as he used to do previously with the second respondent. He was also watching the other buildings owned by others in the area. So the prayer for reinstatement is wholly misconceived and incapable of adjudication. It is admitted that the Petitioner-workman was working with the second Respondent and his last drawn pay was Rs. 175.00 per month but the Petitioner was only a Part-time Watchman to keep the general watch over the Branch premises at Narasaraopet along with other building owned by others. There were no specific duties allotted or assigned to the petitioner beyond what is stated therein. It is not correct that his services were utilised as night watchman from 5.30 p.m. to 9.00 am. every day as alleged. He was at best engaged for three to four hours a day. The question of his agitating for better conditions of service does not arise at all. Life Insurance Corporation of India has got set of rules and procedure to be adopted in case of employment of workman. As a policy matter it was directed that there should be no part-time watchmen in the offices situated in the rented building. Pursuant to the said decision, the Petitioner-workman services were discontinued with effect from 5-2-1983. The matter was reconsidered by the Central Office taking into account the facts that the workman has to watch the general watch over the premises of the second respondent from May, 1966 onwards and they have instructed that the Petitioner-workman to engage as a part-time watchman on the same terms and conditions. He was engaged in service as part-time Watchman were terminated on 5-2-1983. Accordingly the petitioner-workman rejoined the service from 21-2-1984. Hence the Respondent-Management submits that the reference becomes infructuous at this stage as the claim petition was preferred much later to the petitioner-workman rejoining duty. The relevant provisions of the Industrial Disputes Act will not apply. It is not as regular employee of the Respondent-Management and his claim for benefits and reliefs from the Respondent-Management is unsustainable. The Petitioner-workman is engaged as a common watchman for all the tenants of the buildings.

4. The workman himself is examined as W.W. 1 and marked Exs. W1 to W3 on behalf of the workman. On the other hand the Management examined one witness as M.W. 1 and no documents were marked.

5. W.W. 1 stated that he worked as night-watchman in Life Insurance Corporation of India, Narasaraopet since 1966 and his pay was originally at Rs. 25.00 per month and the same was ultimately increased to Rs. 175.00 per month on the last occasion when his services were terminated. The salary was paid monthwise and there his signature was taken on stamped voucher in the Register. He asserted that he was in the office from 5.30 p.m. to 9.30 a.m. on the next day and he was also working as Sub-Staff when some of them did not turn up. It is his case that the keys are handed over to him after the closure of the office and he was asked to watch full premises as a Watchman and he was also informed that he would be held responsible if any thing happen. He also mentioned that the office was shifted to three buildings from 1966 onwards and he continued at all these three places. Finally he was removed on 5-2-1983 without any notice. He represented the matter to the Union as well as to the Management. According to him since 1966 he was in continuous service upto 5-2-1983 till he was terminated. The carbon copy of the representation made by him is marked as Ex. W1. The Union representation given on his behalf is marked as Ex. W2. Publication of the

item in Indian Express with headlines in news item that "a person is kept on 17 years temporary service on part-time basis and terminated" is marked as Ex. W3. According to him on 21-2-1984 he was re-employed by the management as Night Watchman. Of course he mentioned that he did not mention in his claims statement that he was re-employed in February 1984 though it was filed in April 1984. According to him the Head Office people informed the Senior Divisional Manager, Narasaraopet that he was instructed to terminate all part-time Watchmen of the Life Insurance Corporation and hence he was removed. He denied that he worked with any other persons or office as Watchman during that time or subsequent. In fact the witness became emotional and began to weep that he was deposing falsely against the Management.

6. M.W. 1 is the Higher Grade Assistant in the Life Insurance Corporation, Machilipatnam who was authorised to depose on behalf of the Management. According to him the Petitioner is only a part-time Watchman and he was expected not to work exceeding four hours per day and he was attending to watch and ward of the Life Insurance Corporation along with other buildings in that area. The policy of the Management is not to appoint part-time watchmen to look after the rented private buildings. Hence he was terminated. He admitted that he never worked in the Branch Office at Narasaraopet where the Petitioner was working as part-time watchman. According to him no muster register was maintained for part-time workers. If the part-time watchman satisfied the requirements and regulations and conditions for full time watchmen for appointment, he mentioned that they would be called along with regular candidates and they will be called for interview. He contended that no notice was issued to him when his services were terminated. It is his case that no notice need be served on part-time workers. He conceded that there is no termination order as such and also there was no appointment order as such. Yet he mentioned that the petitioner was continuously working as part-time worker since 1966. According to him the watchman is expected to keep vigil over their premises during night times along with the watching of the other buildings. According to him he was expected to work for four hours per day as night watchman for their premises.

7. The question now is whether the action of the Management in terminating the services of the Petitioner-workman from 5-2-1983 is justified.

8. The admitted facts are as follows:—The petitioner-workman is admittedly working as part-time watchman in the Life Insurance Corporation premises in Branch Office at Narasaraopet since 1966 and he was continued in the said post till 5-2-1983 though the premises was shifted to three private buildings. It is admitted that the Life Insurance Corporation Management instructed them to terminate all part-time Watchman of the L.I.C. Due to the said instructions he was removed. M.W. 1 should have filed the said instruction to show or justify the said action in terminating the services of the part-time watchman. The said instructions given by the superior authority was not filed in this Tribunal. Even for a moment if such direction was there as they contended, the question is whether a person who is part-time worker, when admitted that he can be called for full time watchman along with the regular candidates when vacancies arise, it is surprising when there is an allegation that they are number of juniors to him being retained in the service in the existing vacancies that this person who was in continuous service from 1966 till 5-2-1983 for a period of 17 years was terminated without any notice on the simple ground that no notice was required by the L.I.C. Rules. In fact individual disputes like this are permitted to be taken by the Union to make it an industrial dispute as defined under Section 2(a) r/w 2(k) of the I.D. Act. The approach to decide whether one is a workman or not must be positive and not a negative one. What has to be seen is whether a particular employee is a workman and not whether the employee concerned falls within the exceptions mentioned in Section 2(a) and if he does not, then, by the process of elimination, he is a workman. Kirslokar Bros. Ltd.

v. Labour Court (1976 LIC page 918). It is not the description but the actual work performed by an employee which is determinative of whether he is a workman or not. *Estrela Batteries Ltd. v. State of U.P.* (1979 LIC page 609). It is admitted that this workman even according to the Management is expected to work for four hours as night-part-time watchman for their premises though other duties said to be done by workman are denied. The definition of 'workman' under Section 2(s) of the I.D. Act include any person including "apprentices" employed in any industry to do any manual, unskilled, technical work for hire or reward. Whether the terms of employment to be expressed or implied. Of course there are four exceptions and the present workman does not come under those four exceptions. A person employed in any industry to do technical work for hire or reward is also now included in the definition of "workman" and the word "technical" as per the Chambers Dictionary means pertaining to arts especially the useful arts; "technique" means method of performance. It is clear from the Dictionary meaning the word "Technical" something pertaining to the art or applied science. As to the person it means one skilled in, or conversant with, something particular or are applied science. It is important to note that this person as a night watchman was in know of method of watching as a technical man in his own way pertaining to the work of night watching and possess the technique of watching premises for over 17 years without any discomfort to Management and it is not the Management case that he was lacking the technical skill as watchman and thus he will not be a workman within the definition of Section 2(s). If the successful execution of work by the workman depends mainly upon the display or test or imagination or the exercise of some special mental or artistic faculty as distinguished from manual dexterity, the workman is said to be employed in technical work, even though, in carrying out that work, he may have to go through a lot of manual labour. Thus looked from that angle I have no hesitation to hold that the part-time watchman who worked for nearly 17 years till 5-2-1983 comes under the definition of workman of the I.D. Act and once he is terminated without notice, the dispute comes under Section 2(k) of the I.D. Act and the provisions of the I.D. Act are attracted. Incidentally there is another reported case in *Dr. P. N. Gulati v. Labour Court, Gorakhpur* [1978 (2) I.L.J page 46] that part-time Doctor employed in a Mill on monthly salary for rendering medical aid to its employees is held to be a workman and the Management was not right in terminating his services. In this instant case also the averment of the Petitioner that he was drawing Rs. 175.00 per month and his salary was monthlywise and his signature was obtained on the stamped voucher in the Register and that he was there on continuous service as night part-time watchman was not denied. It is merely said that they are not having muster register maintained for the part-time worker that they have no supervision. The question has to be seen from the acquittance register maintained showing the payment of salary monthlywise regularly to him. Unless he does work as specified, how can they draw salary on monthly basis without supervision. They were not able to contradict this fact. In fact it is admitted in the counter that they were paying Rs. 175.00 monthly and extracting four hours night duty. It is their case as a matter of policy that no part-time worker should not be kept by the Management. If that is the case, further re-employment from 21-2-1984 as now found admitted in the evidence seems to be untenable. The L.I.C. management policy is given a go-bye. So the so-called policy of the L.I.C. to dispense with such employees which is not filed before this Tribunal which is said to be the main cause for termination is not filed and justified as a matter of rule stating that the same is enforceable in a court of law or court of adjudication. Further they themselves gave a go-bye to the said policy by re-employing him on 21-2-1984. M.W. 1 is not a direct witness from Narasaraopet branch who is acquainted with his job and nature of work. He is only a Senior Grade Assistant, L.I.C. Office Masula. His evidence is negative. On the other hand W.W. 1 asserted that he was on night watchman duty from the evening after the closure of office till the next date when office is reopened. This is reasonable and possible and natural. There were no other alternative employees

of L.I.C. working as Watch and Ward during this period as per evidence. Thus it is found from all angles that this is arbitrary exercise of power by the Management and the same is vitiated as per the provisions of the I.D. Act and it attracted Section 25F and 25G and 25H of the I.D. Act as it is alleged that interviews are being held for regular vacancies during all these periods he was not interviewed for a permanent post in the Corporation for the sub-Staff vacancies and that there are juniors to him working in the service. He is entitled for back wages and other benefits.

9. Hence the reference is answered in favour of the workman and against the Management holding that the termination of services of Shri D. Chinn Ramulu, Watchman with effect from 5-2-1983 is not justified and that he is entitled to all the reliefs of the workman under I.D. Act and to all benefits under Life Insurance Corporation Rules with back wages.

Award passed accordingly.

Dictated to the Stenographer, transcribed by him and corrected by me and given under my hand and the seal of this Tribunal, this the 9th day of February, 1985.

Sd/-

Industrial Tribunal

Appendix of Evidence

Witnesses Examined For the Workman	Witnesses Examined For the Management.
W.W. 1 D. C. Ramulu	M.W. 1 S. V. Subbaiah
Documents marked for the Workmen	

Ex. W1—Representation dt. 14-2-83 made by D. C. Ramulu to the Divisional Manager, Life Insurance Corporation of India, Machilipatnam.

Ex. W2—Representation dt. 14-2-83 made by Members of the Staff, Life Insurance Corporation of India, Branch Office, Narasaraopet to the Senior Divisional Manager, Life Insurance Corporation of India, Machilipatnam requesting to consider the application of D. C. Ramulu.

Ex. W3—Indian Express dt. 15-2-83 showing the service particulars of D. C. Ramulu.

Documents marked for the Management

NIL

J. VENUGOPALA RAO, Industrial Tribunal

[No. L-17012(11)/83-D.IV(A)]

नई दिल्ली, 4 मार्च, 1985

का. आ. 1186 :—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार, पञ्जाब नेशनल बैंक, कानपुर के प्रबंधक से सम्बद्ध नियोजकों और उनके कर्मचारों के बीच, अनुबंध में निदिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण, कानपुर के पंचाट को प्रकाशित करती है, जो केन्द्रीय सरकार को प्राप्त हुआ था।

New Delhi, the 4th March, 1985

S.O. 1186.—In pursuance of section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the award of the Central Government Industrial Tribunal, Kanpur as shown in the Annexure in the industrial dispute between the employers in relation to the Punjab National Bank Kanpur and their workmen, which was received by the Central Government on the 22nd February, 1985.

BEFORE SHRI R. B. SRIVASTAVA, PRESIDING
OFFICER, CENTRAL GOVERNMENT INDUSTRIAL
TRIBUNAL, KANPUR

I.D. No. 114 of 1980

In the matter of dispute between :

Rajit Ram Pandey—Workman.

AND

Punjab National Bank, The Mall, Kanpur—Management.

1. The Central Government vide its order dated 10th October, 1980 and letter No. L-12012/205/79-DII(A), referred the following dispute for adjudication :

"Whether the action of the Regional Manager, Punjab National Bank, Kanpur, in terminating the services of Shri Rajit Ram Pandey w.e.f. 3-4-74 is justified. If not, to what relief is the workman concerned is entitled?"

2. The parties contested the case upto the evidence stage, filed the documents, examined the witnesses on affidavit and underwent in cross examination till 15-12-85. Ultimately before arguments the parties appeared through their representatives, filed settlement and verified the same before me and agreed that the award be given in terms of the settlement. The terms of the settlement are as follows :

- (a) That the workman concerned Shri Rajit Ram Pandey will be re-instated in service of the bank in subordinate cadre as a peon and will report for duty within 15 days from the signing of this settlement.
- (b) That the basic pay will be fixed in terms of the Bi-partite Settlements and if he continued in the service of the Bank and he will be posted at a point of need in any of the branches of Kanpur.
- (c) That Shri Rajit Pandey will be paid arrears of past wages calculated in terms of clause 2 above to the maximum extent of 38 per cent (Thirty eight per cent only) in consideration of all his claims/demands/dues whatsoever. He will not be entitled for any other claim such as wages, bonus, provident fund, contribution, leave medical aid, leave fair concession and uniforms. Regarding gratuity, the amount already taken by him will be set off at the time of final settlement or payment of gratuity.
- (d) That above and except agreed to above, Shri Rajit Ram Pandey, the workman concerned shall have no claim/demand whatsoever in respect of the above reference i.e. for the period from 3-4-74 the date of termination of his services till the date of his reinstatement. Further the bank will not take any action in regard to his declaration of educational qualification.
- (e) That the settlement has been arrived at without prejudice to the contentions of the either parties and having regard to the peculiar facts and circumstances of the case and this shall not be cited as precedent by any of the parties before any forum in respect of the above reference.

3. I therefore, give my award in terms of the above settlement.

R. B. SRIVASTAVA, Presiding Officer
[No. L-12012/205/79-LII(A)]D.IV(A)]

नई दिल्ली, 8 मार्च, 1985

का.आ. 1187:—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में,

केन्द्रीय सरकार, कर्नाटक बैंक लि., मंगलूर, के प्रबंधन में सम्बद्ध नियोजकों और उनके कर्मचारियों के बीच, अनुबंध में निर्दिष्ट औद्योगिक विवाद में औद्योगिक अधिकरण, बंगलूर के पंचाट को प्रकाशित करती है, जो केन्द्रीय सरकार को 23 फरवरी, 1985 को प्राप्त हुआ था।

New Delhi, the 8th March, 1985

S.O. 1187.—In pursuance of section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the award of Industrial Tribunal, Bangalore as shown in the Annexure in the industrial dispute between the employers in relation to the Karnataka Bank Limited, Mangalore and their workmen, which was received by the Central Government on the 23rd February, 1985.

BEFORE THE INDUSTRIAL TRIBUNAL IN
KARNATAKA, BANGALORE

Dated this 16th day of February, 1985

PRESENT :

Sri R. Ramakrishna, B.A., B.L., Presiding Officer
Central Reference No. 9 of 1982

I PARTY :

Workmen represented by The General Secretary,
Dharwad District Bank Employees' Association,
No. 9, Corporation Building, Broadway, Hubli-20

Versus

II PARTY :

The Chairman, Karnataka Bank Limited, Post Box
No. 716 Mangalore-575003.

APPEARANCES :

For the I Party.—Sri P. G. Wadikar, Member, Dharwad
District Bank Employees' Association, Hubli-20.

For the II Party.—Sri V. N. Apte, Advocate, Hubli

REFERENCE :

(Government Order No. L-12012(12)82-D.IV.A. dated
8-10-1982)

AWARD

The Central Government after forming an opinion that an industrial dispute exists between the management of Karnataka Bank Limited and their workmen has referred this dispute for adjudication in exercising the powers conferred by section 7A and clause (d) of sub-section (1) of Section 10 of the Industrial Disputes Act, 1947.

SCHEDULE

"Whether the demands of the workmen for reinstatement with back wages and arrears due, with continuity of service of Shri Onkarappa Shankarappa Hosur who was engaged as Night Watchman in the Hubli Branch of the Karnataka Bank Limited is justified? If so, to what relief is the concerned workman entitled."

4. Pursuant to the above reference, the I Party filed the claim statement contending that Sri Onkarappa Shankarappa Hosur (hereinafter referred to as a workman) was working in the II Party (hereinafter referred to as a Bank) from April 1973 to June 1979 as a Night Watchman and his employment was permanent in nature was getting a meagre sum of Rs. 40/- and his work was honest to the satisfaction of his superiors.

3. It is further contended that in the month of March, 1979 his services were illegally dispensed without assigning any reason and without complying any provisions of the Industrial Disputes Act (shortly called as an Act) and

paras 522 to 524 of the Shastry Award. He has not been paid any of the benefits due to him under the Awards and Bi-partite Settlements, hence the discharge of the workman is illegal and bad in law. It is further contended that he was in continuous service for a period of more than five years and the II Party without issuing a proper notice has terminated the service, hence the same is illegal, null and void and thus he is deemed to be continued in service and he is entitled for reinstatement with full back wages and continuity of service.

4. He has further contended that the Bank has not paid either the wages applicable to Watchman which is a sub-staff cadre as per the settlements and conditions and hence he is entitled to get all the back wages as per awards and settlements with retrospective effect. He has further contended that he is unemployed for all these years and suffered a lot due to illegal termination and hence this Tribunal should pass an award for his reinstatement, back wages, continuity of service and any other ancillary benefits.

5. The II Party filed their counter statement stating that the workman was appointed on ad hoc basis and special contract basis for night watching from time to time and he was lastly appointed from 29-6-1978 to 28-6-1979 on a special contract basis dated 29-6-1978. The Bank further stated the workman was never in continuous service as contended by him and his appointment was not a permanent one but meant only to meet special and periodical exigencies which is not a substantive nor a permanent cadre but only to meet special exigencies of the Bank.

6. It is further stated that this practice of appointing watchman on contract basis for branches having no locker system has been discontinued by the Head Office by a Circular No. HO/PIR/10685/78 dated 15-9-1978 to Old Hubli Branch. It is further stated that the services of the workman were terminated on account of his continuous absence from duty for 15 days i.e. from 1-3-1979 as per the terms of contract by an order No. 1744 dated 16-3-79. Thus the termination was for a misconduct for remaining absence for more than 3 days as per the special contract of service. Hence it is not correct to say that the services were illegally dispensed without any reason and without complying with any Act or Shastry Award which is not applicable as the Desai Award declares that casual and job workers are excluded from the scope of the Shastry Award as modified. Hence it was not a discharge but termination for continuous absence.

7. It is further contended that due to this termination he is not entitled for any compensation and further as per his contract of service neither notice had to be given nor enquiry to be held, as his appointment was purely on ad hoc temporary basis. Therefore, the workman could never be nor can be deemed to be continued in service. It is further contended that the workman having acquiesced for over 3 years cannot re-open the claim which is untenable due to inordinate delay.

8. It is further contended that since the management has already decided as per the Head Office letter to discontinue the practice of appointing night watchman the claim of reinstatement cannot be made as there was nor is any post of watchman existing. There is no cadre of night watchman in the service cadre of the Bank when the service of workman being on special contract he could not and cannot be treated as on par with regular staff in view of his special terms of contract of service and his service conditions were not governed by any Awards or Bi-partite settlements, and this Hon'ble Tribunal has no jurisdiction to adjudicate on a matter foreign to the reference. The II Party learnt that the workman is in gainful employment since his termination and thus not entitled to any back wages and hence reference is liable to be rejected with costs.

9. Since no additional issues have been framed on the basis of the pleadings, I have to proceed directly on the points at issue under the Schedule.

10. On behalf of the Bank they have examined one Mr. Savanur who was working as a Manager from 1973 to 1979 who gave evidence that the workman was appointed as a Night Watchman to safeguard the Bank properties at the time when there was disturbance and Ext. M-1 is

the copy of the agreement of appointment. He has further deposed that the contents of Ext. M-1 were made known to the workman when he executed the agreement and his service was terminated as per Ext. M-2 and his salary was Rs. 40 per month. He has further deposed that the workman remained absent unauthorisedly from 1-3-1979 till the date of the order dated 16-3-1979 and he had not given any reason for his absence even subsequently and since July 79 he had not received any explanation from the workman. He has further deposed that as per Circular Ext. M-3 received from the Head Office on 15-9-1978 to discontinue the appointment of Night Watchman none was appointed after termination and there is no such post existing in the branch.

11. It was elicited in the cross-examination that the I Party workman was appointed on yearly basis under agreement similar to Ext. M-1 from 1973 onwards but he was not continued in service continuously as in each year fresh agreements were made on fresh applications and there used to be breaks and no notice was given to him to show cause for his absence from 1-3-1979.

12. The workman who has examined himself has deposed that he was working as a Watchman in the II Party Bank. He joined on 1-3-1973 and was working till June 1979 getting Rs. 40/- per month. He has further deposed he had worked till 15-6-1979 and as his father expired at Ramdurga he went there and returned on 13-6-1979 after the obsequies are over then he has been informed that his services are not required. He has further deposed that no order was given in writing to him and agreements were being taken from him from time to time and even during the period of gap between the two agreements he was continuously working. He was not given any notice intimating his termination nor any service compensation was given nor he was removed from service for any misconduct.

13. It was elicited in his cross-examination that he was working in a handloom earlier to his appointment as a watchman and he was getting Rs. 200/- per month for about 4 years. He continued his work during day time after he joined the Bank. He has given up this work since about a year and this dispute was raised about a year ago. He has further elicited that he does not have any document to show that his father died in June 79 and he had not given any leave application in writing except oral intimation to MW-2 nor he gave any application after his return and he denied having received Ext. M-2 and he was informed that his service was not required from the end of February, yet he was going for work and he has denied the suggestion that he has been terminated due to his absence from 1-3-1979 and he has no document that he had gone to Ramdurg.

14. It is further elicited that he was not being paid for the interval between the expiry of the period of one agreement and beginning of other agreement nor he had asked for it nor he was asked to work for the period of interval. He was removed from service because he had to be away on account of his father's death and he goes for handloom work during the day time even now and getting Rs. 5/- per day. He left the work of one Gangadharappa and joined with his brother and is working along with him.

15. On a scrutiny of both oral and documentary evidence placed before this Tribunal it admits of no doubt that the I Party workman was appointed as a Night Watchman on contract basis renewing from year to year since April 1973 and his services are terminated from 1st March, 1979 due to his continuous absence from 1-3-79 as per Ext. M-2 and his remuneration for the February, 79 was already paid. Ext. M-3 is a Head Office circular issued to the II Party to discontinue the practice of posting Night Watchman on contract basis and further directing to relieve the Night watchman entertained by the Manager seeking Head Office approval on payment of remuneration as per the last contract. Ext. M-1 is a special service contract which was admitted by the I Party and this relates to 29-6-78 for a period of one year from that date stipulating that the service of the employee shall be terminated on the expiry of 12 months from the date of the contract unless sooner terminated by the Bank without any notice and without

assigning any reason for such termination and if the services are required by mutual discussion the period may be extended for further time. Clause 5 of the agreement stated "that if the employee remains absent continuously for a period of 3 days or more without intimating the reason for such absence it will be deemed that the employees has abandoned the job of the Bank and the Bank shall be empowered to terminate the service of the employee on any day after the expiry of 3 days without assigning the reason". He shall not be entitled to any other benefits such as Staff Provident Fund, Gratuity, Uniform, medical aid etc., enjoyed by the other employees of the bank.

16. Based on the evidence both oral and documentary the learned counsel for the II Party has submitted that the I Party workman was given a Night Watchman job on ad hoc basis for a period of one year and though he has worked from 1973 onwards there was break of service immediately after completion of one year, hence the workman is not entitled to claim reinstatement and back wages in view of the contract Ext. M-1 and also discontinuation of the post in accordance with Ext. M-3. The learned counsel further submitted that the termination of the workman is made for misconduct and hence it will not be allowed to say that it amounts to retrenchment. Admittedly he worked from 22-6-78 to 1-3-79 and hence under Section 25-B of the Act he should work for a period of 240 days and hence the contention of the other side that it amounts to retrenchment does not hold any water. The learned counsel further submitted since it is a dismissal made for misconduct i.e. continuance absence without intimation for a period of more than 3 days and since the contract Ext. M-1 gave an unfettered discretion for the employer to terminate the services without making any enquiry under Ext. M-1, this Tribunal on the basis of the evidence placed on record by both the parties can independently hold that the termination is valid in view of violation of the terms contained in Ext. M-1.

17. Against this submission, the learned authorised representative for the I Party workman has submitted that under the Industrial Disputes Act even a casual worker is deemed to be a workman as defined in the Act and hence he is entitled for the protection under the Act. He has further submitted that the condition of the workman is governed by the Bi-paritite Settlement and hence he is entitled for compensation if it were to be held that he cannot be reinstated in view of abolition of the post as contended by the II Party. He has further submitted that in view of service rendered from 1973 onwards before the dismissal of the workman the II Party should have followed the law governing for retrenchment.

18. It is no doubt true that the workman has been appointed on a temporary and ad hoc basis on fixed remuneration and hence there is no scope for promotion, Provident Fund, Gratuity, etc. Though the workman denied that he has been removed from service without making any enquiry it is admitted that he was in continuous absence from 1-3-79 and his services are terminated on 16-3-79 and the termination notice was sent as per Ext. M-2. Since his contract of service started from 29-6-78 on the date of the termination he has not been put in a continuous service of 240 days to bring his case within the framework of retrenchment. On a scrutiny of the evidence of the workman he has not intimated his intention to remain absent from 1-3-79 and he seems to have been made no efforts to substantiate that his absence was bona fide after 1-3-79 by placing any material before the II Party. Since his service conditions are governed by the special service contract Ext. M-1 there is absolutely no scope for the II Party to conduct an enquiry before termination in view of clause 5 in Ext. M-1. Since the ad hoc appointment has been made on the power vested by means of circulars it is not created under any statute or rules governing the II Party. Hence ad hoc appointments cannot be treated at par with appointment on temporary or permanent character made on substantive basis and hence the ad hoc appointee does not endeavour with any right for purposes of continuation and termination.

19. Section 2(oo) defines "retrenchment" means the termination by the employer of the service of a workman for any reason whatsoever, otherwise than as a punishment inflicted by way of disciplinary action, but does not include—

- (a) voluntary retirement of the workman; or
- (b) retirement of the workman on reaching the age of superannuation if the contract of employment between the employer and the workman concerned contains a stipulation in that behalf; or
- (c) termination of the service of a workman on the ground of continued ill-health.

On a reading of the above provision, the termination by the employer of the service of a workman for any reason whatsoever would constitute retrenchment except in cases excepted in the section itself. The excepted or excluded cases are where termination is by way of punishment inflicted by way of disciplinary action, voluntary retirement of the workman, retirement of workman on reaching the age of superannuation and termination of the service on the ground of continued ill-health. Since the termination of the workman is in the instant case is by way of disciplinary action the case does not fall under Section 2(oo) or the Act. Before a workman can complain of retrenchment being not in consonance with Section 25-F he has to show that he has been in continuous service for not less than one year under that employer who has retrenched him from service.

20. Though the learned authorised representative for the I Party has submitted several decisions in support of his case but he has not made out a case that the termination of the I Party workman amounts to retrenchment. There is also laches on the part of the workman to seek redressal as his termination being took place on 16-3-79 the reference was made during the year 1982. In view of the special contract of service Ext. M-1, which is binding between the parties and also in view of the fact that the termination of the workman is due to violation of a condition stipulated in Ext. M-1 and further due to the fact that the workman failed to place any material that his absence from 1-3-79 was due to a circumstance beyond his control this Tribunal is unable to extend any benefit to the I Party workman. Hence an award is passed as follows:—

AWARD

The demands of the workman for reinstatement with back wages and arrears due, with continuity of service in the II Party Bank is not justified. The parties shall bear their own costs.

(Dictated to the Stenographer, transcribed and typed by him and corrected by me).

K. RAMAKRISHNA, Presiding Officer.

[No. L-12012/12/82-D.IV(A)]

का.आ. 11988 :—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार, ट्यूटीकोरिन पत्तन न्यास, ट्यूटीकोरिन के प्रबन्धन में सम्बद्ध नियोजकों और उनके कर्मचारों के बीच, अनुबंध में निदिष्ट औद्योगिक विवाद में औद्योगिक अधिकरण, सद्रास के पंचाट को प्रकाशित करती है, जो केन्द्रीय सरकार को 23 फरवरी 1985 को प्राप्त हुआ था।

S.O. 1188.—In pursuance of section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the award of Industrial Tribunal, Madras as shown in the Annexure in the Industrial Dispute between the employers in relation to the Tuticorin Port Trust, Tuticorin, and their workmen, which was received by the Central Government on the 23rd February, 1985.

BEFORE THIRU K. S. GURUMURTHY, B.A., B.L.,

PRESIDING OFFICER,

INDUSTRIAL TRIBUNAL, TAMILNADU, MADRAS
(Constituted by the Central Government)

Wednesday, the 6th day of February, 1985
Industrial Dispute No. 20 of 1984

(In the matter of the dispute for adjudication under Section 10(1)(d) of the Industrial Disputes Act, 1947 between the workmen and the Management of Tuticorin Port Trust, Tuticorin).

BETWEEN

The workmen represented by the Secretary, Tuticorin Port Trust Democratic Staff Union, Tuticorin-628004.

AND

1. The Chairman, Tuticorin Port Trust, Tuticorin.
2. The Ministry of Shipping and Transport, Transport Wing, New Delhi. (Impleaded as party as per Misc. Appla. No. 214/1984).

REFERENCE :

Order No. L-44011/9/83-D. IV(A), Ministry of Labour & Rehabilitation, dated 28-2-1984. New Delhi.

This dispute coming on this day for final hearing upon perusing the reference, claim and counter statements and all other material papers on record and upon hearing the arguments of Thiru P. Rajendran, Advocate appearing for the workmen and of Thiruvalargal R. G. Rajan and S. Krishnan, Advocates appearing for the Management No. 1 and of Thiru R. Shanmugam, Additional Central Government Standing Counsel appearing for the Management No. 2, this Tribunal passed the following :—

AWARD

The Government of India by its Order No. L-44011/9/83-D. IV(A), Ministry of Labour & Rehabilitation, dated 28-2-1984 has referred the following dispute under Section 7A and Section 10(1)(d) of the Industrial Disputes Act, 1947 for adjudication to this Tribunal.

(2) The dispute is

"Is Tuticorin Port Trust Democratic Staff Union, Tuticorin, justified in demanding pensionary benefits to S/Shri V. S. Pitchandy, V. Subbiah, S. Gopalpillai, S. Sankaralingam Pillai and M. Emmanuel, employees of Tuticorin Port. If justified to what relief the workmen are entitled?"

3. On receipt of notice from this Tribunal, the parties appeared.

4. The Union filed the claim statement raising the following grounds : Sarvaswari Gopal Pillai, Emmanuel, Sankaralingam and Subbiah were engaged on Work Charged basis during the entire period of their service. Sri V. S. Pitchandy was appointed as Watchman during the period 7-10-1963 to 6-11-1971 and thereafter he was engaged from 3-12-1971 to 13-7-1980 on temporary basis. Petitioners having put in continuous service for more than 10 years are entitled to be confirmed against permanent posts. At the time of retirement they were not confirmed against any permanent post though they became eligible for confirmation on a date prior to their retirement. The Management did not move the matter in right time with the Government for sanction to create permanent posts and confirm these employees against those permanent posts. Due to this administrative delay the permanent vacancies were not filled up and consequently the Petitioners/Workmen were deprived of their pensionary benefits.

5. During the Conciliation Proceedings, the Management stated that the Port had sought approval of the Ministry for the conversion of 90 per cent of the temporary posts in the work charged establishment into permanent ones with retrospective effect from 1-3-74, 1-3-75, 1-3-76 and 1-3-77 with a view to confirm the eligible work charged establishment staff against the sanctioned permanent posts. The proposal submitted were not agreed upon by the Government. They pleaded helplessness in doing anything in the matter. Petitioners are entitled to be confirmed against permanent posts retrospectively and they are entitled to get pensionary benefits under Section 8(12)(c) Chapter V, Volume I of the C.P.W.D. Manual (Staff, Establishment, Organisation and Office Procedure). The Port Administration confirmed 18 other retired employees who had retired after 1-3-1977. The action of the Management in not granting pensionary benefits to the petitioners is illegal, discriminatory and violative of the provisions of the C.P.W.D. Manual. This Honourable Tribunal may be pleased to pass an Award holding that the Petitioners are entitled to retrospective confirmation against permanent posts and pensionary benefits.

6. The Management of Tuticorin Port Trust filed a counter statement raising the following objections to the claim of the Union : Shri V. S. Pitchandy was working as watchman from 7-10-1963 afternoon and his services were terminated on the afternoon of 5-11-1971. Workmen are entitled to be confirmed against permanent posts but it has to be noted that such confirmation has to be made only against permanent posts, if available. The right will become operative only if permanent posts become available. The averment as if Shri V. S. Pitchandy had put in a continuous service of more than 10 years is not correct. There has been no continuity of service subsequent to 5-11-1971. The Petitioners were not confirmed against permanent posts since such permanent posts did not become available till the date of their retirement. There were no lapses of any kind on the part of the Management as sought to be attributed to them by the Petitioners. There has been no administrative delay on the part of the Management.

7. The workmen S/Shri Gopal Pillai, Emmanuel, Sankaralingam and Subbiah were recruited under the workcharged establishment. Workcharged employees were engaged only for project works and their services were liable to be terminated at any time on the completion of the said project works. The workcharged establishment staff were not under the permanent establishment. Immediately after the necessity arose and the circumstances warranted, the then Port Administration took earnest and necessary steps to convert the temporary workcharged establishment posts into permanent posts and to confirm the temporary workcharged establishment staff, who had put in the required number of years of service. The Ministry sanctioned conversion of only 50 per cent of the temporary workcharged establishment posts which had been in existence for more than three years as on 1-3-1977 into permanent ones. The four workmen, viz., S/Shri S. Gopal Pillai, M. Emmanuel, S. Sankaralingam and V. Subbiah had retired prior to 1-3-1977. No permanent posts were consequently available on or prior to the dates of their retirement for their confirmation in any permanent post. The proposal submitted by the Port Administration in respect of the four workmen was not agreed to by the Ministry and was turned down. The Petitioner/Union cannot have any grievance against the Respondent.

8. The contention of the Petitioners/workmen relying upon Section 8(12)(c) Chapter V, Volume I of the C.P.W.D. Manual (Staff, Establishment Organisation and Office Procedure) is misconceived and ill-founded. The said provisions would not apply to them. The C.P.W.D. Manual Volume I containing the provisions relied upon by the Petitioners are applicable only to Regular establishment staff and are not applicable to the workcharged establishment staff. It is true that the Port Administration confirmed 18 other retired employees who had retired after 1-3-1977. Permanent posts under workcharged establishment were created by the Central Government only with effect from 1-3-1977 and no question of confirming any employee who had retired prior to

1-3-1977 would arise. The four workman under the work-charged establishment had retired before 1-3-1977 and no permanent posts for their confirmation became available prior to 1-3-1977. No employee on retirement will become entitled to pensionary benefits unless he had at the time of retirement put in 10 years of uninterrupted service and also had been confirmed in a permanent post. Shri V. S. Pitchanday did not fulfil either of the conditions. Shri V. S. Pitchanday cannot, therefore, set up any claim to any pensionary benefits on any ground whatsoever. There has been on action on the part of the Management which can be called arbitrary, discriminatory or violative of the Constitution. The Ministry of Shipping and Transport has, as a fact passed clear orders denying pensionary benefits to the four workmen S/Shri Gopal Pillai, Emmanuel, Sankaralingam and Subbiah. The Management of Tuticorin Port Trust has no liability to give any pensionary benefits to any of the Petitioners/workmen. The Petitioners' claim for pensionary benefits cannot be founded on considerations of hardship and difficulties. While under the rules they are not entitled to any pensionary benefits, no such benefits can be given to them on extraneous considerations of sympathy. This Honourable Tribunal may be pleased to reject the claims made and pass an award holding that the Tuticorin Port Trust Democratic Staff Union, Tuticorin is not justified in demanding pensionary benefits to the workmen S/Shri V. S. Pitchanday, B. Subbiah, S. Gopal Pillai, S. Sankaralingam and M. Emmanuel.

9. The Central Government Ministry of Shipping and Transport has not filed any separate counter statement.

10. By consent of parties Exs. M-1 to M-3 were marked. The Union has not filed any documents. Neither side let in oral evidence. I have heard the learned counsel for the Union and the learned counsel appearing for the Port Trust and the learned counsel appearing for the Government of India Ministry of Shipping and Transport.

11. The point for consideration is whether the claim of the union on behalf of the five workmen that they should be given confirmation in the permanent posts retrospectively is justified.

12. It is not in dispute and it is common case that these five workmen whose cause is now espoused by the Union retired from service prior to 1-3-1977. It is also not in dispute and the learned counsel appearing for either side conceded that the permanent posts were not created for the purpose of absorbing any particular individual employee but the vacancies in the permanent posts arose after 1-3-1977. The rule under which the benefit of confirmation retrospectively to the permanent posts is claimed, is extracted in the claim statement, paragraph (5). This is Section 8(12)(c) of Chapter V, Volume I of the C.P.W.D. Manual (Staff, Establishment Organisation and Office Procedure). This section indicates that a Government servant can be confirmed against a permanent post retrospectively any day after it becomes available. A person who has already retired from service on superannuation may be considered for confirmation in a post retrospectively in case he became eligible for confirmation as a date prior to his retirement but due to administrative delay the permanent vacancy which would have otherwise gone to him was not filled up.

13. So far as the workman Sri V. S. Pitchanday is concerned the learned counsel for the Union concedes that he had not put in 10 years of service prior to his retirement. Therefore he cannot claim the benefit of this particular Section. So far as the other four individual workmen are concerned, it is not the case of the Union that as on date of the retirement, namely 1-3-1977 the permanent vacancies became available. It might be that they have put in 10 years of services before retirement and therefore they became eligible for confirmation in permanent vacancies. But the permanent vacancies have not arisen prior to their retirement and therefore they cannot claim the benefit of this Section 8(12)(c), Chapter V, Volume I of the C.P.W.D. Manual. The Union has not placed any records to show that prior to the retirement of these four workmen, permanent vacancies had arisen and they were available and they would have gone to the benefit of those four workmen, but for the

administrative delay in filling up those permanent vacancies. It is very unfortunate that the permanent vacancies have arisen admittedly on 1-3-1977 long after the retirement of these four persons. Therefore the benefit of the rule does not at all accrue to the four workmen.

14. The learned counsel appearing for the Management of the Tuticorin Port Trust advanced an argument that the benefit of the Section 8(12)(c) will be available only to the permanent incumbents and not to the personnel of the workcharged establishment. These workmen covered by this dispute were members of the workcharged establishment and therefore they are not eligible for the benefit of this Section. This argument suffers from a very basic misconception and is not sustainable. In fact, the Government of India under Ex. M-2 has given sanction for the confirmation of about 16 personnel who were officers in the workcharged establishment with retrospective effect in the permanent vacancies which have arisen. The learned counsel appearing for the Management of Tuticorin Port Trust could not refer to any other section of the C.P.W.D. Manual under which the authority of the Government is available to give a sanction like the one in Ex. M-2. Therefore the power that has been exercised by the Central Government in giving sanction for the retired officers of the workcharged establishment under Ex. M-2 can be referred only to Section 8(12)(c). If these four workmen covered by this reference were eligible, then they should have been given benefit of Section 8(12)(c). The objection of the learned counsel for the Management is therefore repelled.

15. The learned counsel appearing for the Union contended that the workmen who are juniors to the retired persons and who are covered by this reference have been given retrospective confirmation in the permanent vacancies and therefore the Management has discriminated against the four workmen concerned in this dispute. I am afraid that this contention is bereft of force. The learned counsel had to concede that the persons who had the benefit of confirmation retrospectively though they were juniors to the workmen concerned in this dispute continued in service after the retirement of these workmen covered by the reference. It is also not disputed that they retired after the permanent vacancies arose. Therefore invoking Section 8(12)(c) Chapter V, Volume I of the C.P.W.D. Manual (Staff, Establishment Organisation and Office Procedure) they were given the confirmation after their retirement in the permanent vacancies which had arisen prior to their retirement. Therefore the plea of discrimination has no substance. On that view, I am constrained to say that the Union which has espoused the cause of the five persons is not entitled to any relief.

16. Accordingly, an award is passed rejecting the claim of the Union. But under the circumstances, there will be no order as to costs.

Dated, this 6th day of February, 1985

Sd/-

K. S. GURUMURTHY, Industrial Tribunal

WITNESSES EXAMINED

For both sides :

None.

EXHIBITS MARKED

For workmen : Nil.

For Management :

M-1/17-11-77—True copy of letter from Ministry of Shipping and Transport, New Delhi regarding the workcharged employees of Port of New Tuticorin.

M-2/31-3-78—True copy of letter from Ministry of Shipping and Transport, New Delhi to the Chief Engineering and Administrator, Port of New Tuticorin.

M-3/25-8-82—True copy of letter from Ministry of Shipping and Transport to the Tuticorin Port Trust.

K. S. GURUMURTHY, Industrial Tribunal

[No. L-4401/9/83-D. IV(A)]

का.आ. 1189:—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार, सर्वश्री जीना एण्ड कं. बम्बई के प्रबन्धतंत्र से सम्बद्ध नियोजकों और उनके कर्मकारों के बीच, अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिनियम त्त 1, बम्बई के पंचाट को प्रकाशित करती है जो केन्द्रीय सरकार को 19 फरवरी, 1985 को प्राप्त हुआ था।

S.O. 1189.—In pursuance of section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the award of Central Government Industrial Tribunal, No. 1, Bombay as shown in the Annexure in the industrial dispute between the employers in relation to Messrs Jeena & Company Bombay, and their workmen, which was received by the Central Government on the 19th February, 1985.

BEFORE THE CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL NO. 1, BOMBAY

PRESENT :

Dr. Justice R. D. Tulpule Esqr.,
Presiding Officer,

Reference No. CGIT-19 of 1984

PARTIES :

Employers in relation to M/s. Jeena and Company.

AND

Their Workmen

APPEARANCES :

For the Employer.—Mr. Pitale, Advocate.

For the workmen.—Mr. S. R. Wagh, Advocate.

INDUSTRY : Ports & Docks. STATE : MAHARASHTRA

Bombay, the 17th January, 1985

AWARD

This reference relates to an employee, G. Balakrishnan, working in the Airport Office of M/s. Jeena & Company, Bombay. M/s. Jeena & Company Bombay who are clearing and forwarding agents and work at the Bombay Airport. It appears that the company has an establishment at the Airport, where Balakrishnan was working. It appears that the Company also handles and attends to clearing and forwarding and loading of cargo in the ships at the Bombay Port. However, this particular workman was not concerned with any work at the Bombay port.

2. Both sides contended that the reference was wrongly made by the Central Government to this Tribunal, as the appropriate Government in this particular Industrial dispute is not the Central Government, but the State Government. This was because Balakrishnan was Junior Clerk at the Airport office of the Jeena & Company and had nothing to do with a major port. As to which is the appropriate government is laid down in Section 2 sub-Section (a) and clause 1 thereof states and sets out the industries to which Central Government is the appropriate Government. The present industry and establishment of Jeena and Company does not fall in any of the establishments or industries connected with a major port or any other item in respect of which, the Central Government could be the appropriate Government. Under the circumstances, the Central Government is not competent to make a reference and hence the reference is rejected. Parties may approach the appropriate Government if necessary.

3. Award accordingly.

R. D. TULPULE, Presiding Officer

[No. L-31012/9/83-D. IV(A)]

1647 GH/4-10

का.आ. 1190:—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार, लक्ष्मी कमर्शियल बैंक लि. नई दिल्ली के प्रबन्धतंत्र से सम्बद्ध नियोजकों और उनके कर्मकार के बीच, अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिनियम, चंडीगढ़ के पंचाट को प्रकाशित करती है, जो केन्द्रीय सरकार को 27 फरवरी, 1985 को प्राप्त हुआ था।

S.O. 1190.—In pursuance of section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the award of Central Government Industrial Tribunal, Chandigarh as shown in the Annexure in the Industrial Dispute between the employers in relation to the Lakshmi Commercial Bank Limited, New Delhi and their workmen, which was received by the Central Government on the 27th February, 1985.

BEFORE SHRI I. P. VASISHTH, PRESIDING OFFICER,
CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL,
CHANDIGARH

Case No. I.D. 6 of 1983; Chandigarh.

PARTIES

Employers in relation to the Management Lakshmi Commercial Bank Ltd. (New Delhi).

AND

Their Workman : Tarvinder Singh.

APPEARANCES :

For the Employers : Shri N.C. Sikri.

For the Workman : Shri O.P. Batra.

INDUSTRY : Banking

STATE : Punjab

AWARD

Dated the 22nd of February, 1985

The Central Government Ministry of Labour, in exercise of the powers conferred on them their Section 10(1)(d) of the Industrial Disputes Act, 1947, hereinafter referred to as the Act, per their Order No. L-12011/53/31/D.II(A) dated the 19th of Dec., 1982 read with S.O. No. S-11025(2)/83 dated the 8th of June, 1983 referred the following Industrial Dispute to this Tribunal for adjudication :

"Whether the action of the management of Lakshmi Commercial Bank Ltd. in relation to their Patiala Branch in terminating the services of Shri Tarvinder Singh, Pigmy Deposit Collector with effect from 20-6-1981 is justified? If not, to what relief is the workman concerned entitled?"

2. Brief facts of the case, according to the petitioner-workman, are that he was serving the Respondent Bank as a Deposit Collector under the Pigmy Deposit Scheme for a period of two years when his services were abruptly terminated on 17-6-1981 without any notice, charge sheet, enquiry or payment of terminal benefits. He there upon raised a demand on the Management to ignore the termination and permit him the continuity of service with full back-wages because the termination was violative of the provisions of the Act and, therefore, void-ab-initio. It appears that the Bank Management did not respond favourably to the call and that was how that despite the intervention of the Conciliation machinery, no amicable settlement could be arrived at, hence the Reference.

3. Resisting the proceedings on all counts, the Management challenged the vires of the Reference on the plea that there had never been any relationship of a Master and servant between the parties; rather the petitioner was engaged only as a Collecting agent under the Pigmy Deposit Scheme on the basis of a regular contract entered into and settled between them on 18-5-81. It was averred that one of the fundamental clause of the Agreement was that the agency could be terminated by the Principal (Bank Management) at any stage without assigning any reason. On facts,

the petitioner's engagement and the incident of disengagement by unilateral action were not denied. However it was explained that since he was not their "employee" and was rather linked with them only as an Agent, therefore, they were not obliged to issue him any charge-sheet or hold any departmental enquiry before snapping up the ties; similarly there was no occasion for them to give him any terminal benefits. By way of elaboration, the Management pleaded that as per terms and conditions of the agreement the petitioner was refrained from undertaking any job or business for himself or for any other person which could be competitive to their interests. Accusing him of canvassing business for Pearlless Insurance Co. which was a Financial Institution and competitor in their field, the Management alleged that there were complaints against his integrity as a result of which he lost his credit and confidence with them.

4. The parties were put to trial on the following issue framed over and above the terms of reference.

Additional issue:

Whether the Reference is legally infirm incompetent and void as alleged? O.P.R.

5. In support of their respective versions the parties adduced verbal as well as documentary evidence which I have carefully perused and heard them at length. My issuewise discussion and findings are as follows:

Additional Issue:

6. This issue was framed to cover up the Management's plea by way of which they had challenged the relationship of master and servant between the parties. To be precise their stand was based on the written agreement for projecting an agency to procure business under the Pigmy Deposit Scheme. On their behalf it was submitted that for the engagement of the petitioner no formal Order of appointment was issued and no such post was ever advertised or notified to the Employment Exchange to which he could respond directly or indirectly; rather he himself had approached the Bank for procuring business for them under the Pigmy Deposit Scheme as their "agent" on commission basis and that was how that there was a comprehensive Agreement to which the petitioner was a willing and conscious party. It was contended that since there was no employer and employee relationship between the parties to bring the petitioner within the ambit of a "Workman" as defined by section 2(s) of the Act, the Appropriate Govt., acted erroneously and beyond its competence in seeking adjudication of the dispute.

7. On the other hand the learned Counsel for the petitioner submitted that the question of petitioner's status and the ties between the parties can not be answered on the basis of the Agreement Exb. M3 alone, rather it has to be determined in the totality of the circumstances; more so in a case of our type where the agreement was couched in a guarded language and, on the face of it, appeared to be a colourable transaction. The learned counsel pointed out that there was a similar dispute before my counterpart at Madras between the Management of the Indian Bank, Madras and their Workmen represented by the All Kerala Bank's Deposit Collectors' Association, Calicut, per I.D. No. 16/1980. Returning his Award dated 1-6-1982 the learned judge sustained the Workmen's cause to hold that the Deposit collectors were employees of the Bank Management within the framework of Section 2(s) of the Act despite an agreement of the instant nature. The learned Counsel argued that the facts of the dispute before Madras Tribunal were exactly the same as in our case and thus there was no warrant for any deviation. In the same sequence the learned Counsel relied on the observations of the Hon'ble Judges in the cases of Silver Jubilee Tailoring House and others Vs. Chief Inspector of Shops and Establishments and another 1973-Vol. 2 I.L.J. 495(SC) and Hussainbhai Calicut Vs. The Alath Factory Thozhilali Union, Kozhikode and others 1978 Vol. 2; I.L.J. 397(SC).

8. Elaborating, the learned counsel contended that even though the 'Control-test' is no longer decisive to find out the relationship of an employer and employee between the parties yet its inherent importance cannot be overlooked particularly in our case where all the basic ingredients to establish such bonds or available; after all mobilisation of

monetary deposits is one of the Chief functions of the Bank and admittedly the services of the petitioner were hired by them to obtain such business. It was not an ex gratia arrangement rather he was entitled for a certain amount of commission on the deposit arranged by him. Not only that under the terms of Agreement, he was obliged to see that all the deposits were handed over to the Bank on the very next working day otherwise he was to loose certain amount of commission by way of penalty. The petitioner was further required to ensure that the depositors did not withdraw the amount upto a particular maturity-time otherwise he (petitioner) was liable to forfeit a part of the commission. Similarly he was also obliged to hand over a small part of his commission to the Bank to add up to his existing security.

9. According to the learned counsel, the aforesaid arrangement implied that the petitioner was hired on wages for advancing the business of the Bank; and was amenable to their discipline for all intents and purposes because under the terms of Agreement he had to maintain a complete secrecy of such transactions and could not even venture any competing business either for himself or for any other person.

10. On a careful scrutiny of the entire available data and hearing the opposite party I do not feel inclined to agree with the submissions raised on behalf of the petitioner. In so far as the judicial precedents are concerned, there may not possibly be any quarrel because they relate to the Summit Court of the land whose verdicts are binding on all the subordinate Courts and Tribunals by virtue of Article 141 of the Constitution. All the same, despite their binding nature judicial precedents can not be invoked blindly as it is usually observed that there is some slight difference in the facts of the two given cases which when appraised critically, may call for a divergent view, and that is how they say that each and every case requires an independent adjudication in the light of its own facts and circumstances. In the Silver Jubilee Tailoring House case the employees used to work on the premises and machines supplied by the proprietor, who would also give them the working material and had the powers to approve the end-product whereas in the Hussainbhai's case their Lordships were confronted with a dubious arrangement devised by the employer form a contract labour through an intermediary even though he was controlling the strings from behind the curtain. And regarding the Madras Tribunal, suffice to say that at its best, it is a forum of co-ordinate jurisdiction whose Awards could have only a persuasive value but by no. of stretch of imagination, it can be equated with a Court-of-Records.

11. For the proper appreciation of the point in issue, we may have a sequence wise glance into the facts of our case as it is the common ground that no advertisement was even issued by the Respt. Management to recruit any Deposit Collector. Obviously the post was neither notified to the Employment Exchange nor published on Bank's notice board. It goes without saying that under the Recruitment Rules no Nationalized Bank can go in for any such recruitment in a stealthy manner, after all every eligible citizen has a right to apply and be considered for the post.

12. Be that as it may, the process was initiated by the petitioner himself by moving his application Exb. M3. Regarding Appointment of Agent of Chhoti Bachat Scheme, in para No. 1 of the said application he revealed that he had some source information that the Bank required an Agent for the aforesaid scheme and so he was offering his services for the same. On acceptance of his offer the Bank engaged him as a Deposit Collector under Pigmy Deposit Scheme on certain specified terms and conditions, which came to be capsuled in the Agreement Exb. M3 and its corresponding Surety Bond Exb. M4. To put it straight, no formal appointment order was ever issued to him, rather the Agreement Exb. M3 formed the foundation of the parties relationship and, therefore, the answer to any dispute on the point of petitioner's status, as to whether he is their agent or employee, has to be found from within its framework.

13. The Management have filed a cyclostyled copy of the Pigmy Deposit Scheme whose authenticity is not in dispute.

Under Clause 5 of the same, Deposit Collectors are issued identity cards by the Bank and such cards require renewal after every six months. Obviously in the absence of an up-to-date identity-card, nobody is entitled to deal with the customers on behalf of the Management. On the other hand the Deposit Collector is required to show his Identity card to each and every customer as and when he has any transaction with them; Clause 1 and 2 of the Scheme define the persons for whom Pigmy Deposit accounts may be opened, Clause 3 stipulates the minimum operational amount and period; Clause 4 and 6 lay down the procedure as to how collections have to be made and accounted to the Bank by Deposit Collector, whereas Clause 7 ensures the supply of upto date pass book to the customers. Rest of the clauses are not very relevant for our discussion but suffice to say that in their totality, even though they regulate the conduct of a Deposit Collector in the matter of accountability to the Bank yet they give him a free hand in the picking up of customers, and soliciting business both in the manner of extent or quantity, and time and place. They also reveal that ordinarily his Working-tenure is limited to six months as the contract of service or agency, whatever name one may give it; has to be renewed after every six months.

14. It is against the aforesaid backdrop that clause 12(c) of the Scheme and clause 7 of the Agreement Exb. M3 assume a crucial significance and require reproduction; the former reads as below :—

“Since the scheme does not cover the operation by members of the staff or their families, in case of accounts opened by the deposit collectors on behalf of the employees or their family members, they will not be eligible for any remuneration under the scheme.”

Clause 7 of the Agreement Exb. M3 runs as under :—

“I agree that my agency may be terminated by the Principal at any time without any notice to me or any compensation in lieu of notice and I shall have no claim whatsoever against my Principal for such action.”

15. During his cross-examination the petitioner conceded that the agreement Exb. M3 and its correspondence surety Bond Exb. M4 were voluntarily and consciously executed by him. He further admitted that no formal appointment order was issued to him by the Bank, that he had no fixed timings of work or place and was not obliged to report to the Bank except in the matters pertaining to the deposits collected by him from the customers. This clearly exposes a lack of Bank's effective control on him. It did not even provide him with any facility to procure business; similarly Clause 12(c) of the Scheme ruled out the possibility of his being over equated with a Staff member.

16. The Surety furnished by the petitioner at the time of seeking agency per Exb. M4 had twin purpose i.e. (i) a sort of insurance against possible defections, and (ii) access to a certain amount of money as and when adjustments were felt necessary due to premature withdrawals. After all when the Bank was paying a certain amount of commission on the deposits to the petitioner on the understanding that they will subsist for a particular length of time; it could legitimately demand a refund of a part of the commission in case of early withdrawals and unless he had certain amount to his credit with the Bank, either by way of security or otherwise, it could not possibly run after him to effect the recoveries. Similarly no Financial Institution placed as Bank, would never permit any of its intermediary indulging in any competitive business or talking loose about it deals, and, hence the necessity of imposing a condition on the petitioner to keep the secrecy of all the transactions done through him.

17. It would not be out of place to refer here to be the ratio of *Burma Shell Oil Storage and Dist. Company AIR 1971 SC 922(36)* and *Chaitaman Rao Vs. State of Madhya Pradesh AIR 1958 SC 388(C)* wherein their Lordships were pleased to highlight the clear distinction between a “contractor” and an “employee workman” as the latter had no independent field and manner of discharging his duties whereas the former, despite being engaged to obtain a defined object, had no strings in his working sphere. In my considered opinion, in the totality of the circumstances, the petitioner's case squarely falls under the later category.

18. I, therefore, conclude that there was no relationship of an “employer” and “employee” between the parties, rather the ties were confined by way of an “Agency” which could not qualify the petitioner to claim the status of a “Workman” within the purview of Section 2(s) of the Act. As a necessary corollary it follows that the question of determination of his Agency was beyond the scope of the Act and as such the reference itself was incompetent. Accordingly, on sustaining the Management's objection I answer the Additional issue in their favour.

Terms of Reference

19. Even though the dispute contained in the terms of Reference pales into insignificance and becomes redundant in view of what has been stated above yet to keep the record straight I may point out that according to the common case of the parties, no notice of termination or terminal benefits were given to the petitioner despite the fact that by the time of his disengagement he had already worked for the Management for a period of more than 240 days during the preceding twelve Calendar months, and on the face of it, his was not a case covered by any of the exceptions attached to “retrenchment” as defined by section 2(cc).

20. Similarly the sweep of the newly introduced Clause (bb) to Section 2(cc) read with the stipulations contained in the earlier quoted Clause No. 7 of the Agreement Exb. M3 may also not be available to the Management for the simple reason that the Amendment Act No. 49 of 1984 in the parent Act came into force only w.e.f. 18-8-1984 i.e. during the pendency of these proceedings. To put in other words, if the petitioner were to be held to be a “Workman” under the Act then his termination would be deemed to be void ab-initio.

21. Be that as it may, as a natural consequence of my above noted discussion and finding on the Additional issue, I return my Award in favour of the Bank Management.

Chandigarh,

22-2-1985.

I. P. VASISHTH, Presiding Officer.

[No. L-12011/53/81-D.H(A)/D. IV(A)]

K. J. DYVA PRASAD, Desk Officer

नई दिल्ली, 4 मार्च, 1985

का. आ. 1191.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार मैसर्स सेंट्रल कोल फील्ड्स लिमिटेड की कडला नार्थ कोलियरी जिला, हजारीबाग के प्रबंधन से सम्बद्ध नियोजकों और उनके कर्मचारों के बीच, अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण, नं. 2 धनबाद के पंचाट को प्रकाशित करती है, जो केन्द्रीय सरकार को 27-2-85 को प्राप्त हुआ था।

New Delhi, the 4th March, 1985

S.O. 1191.—In pursuance of section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the award of the Central Government Industrial Tribunal, No. 2, Dhanbad as shown in the Annexure in the industrial dispute between the employers in relation to the management of Kedla North Colliery of M/s. Central Coal-fields Limited, Dist. Hazaribagh and their workman, which was received by the Central Government on the 27th February, 1985.

ANNEXURE

BEFORE THE CENTRAL GOVERNMENT INDUSTRIAL
TRIBUNAL NO. 2, DHANBAD

In the matter of a reference under section 10(1)(d) of
the Industrial Disputes Act, 1947

Reference No. 66 of 1981

PARTIES :

Employers in relation to the management of Kedla
North Colliery of Central Coalfields Ltd, District
Hazaribagh.

AND

Their workmen.

PRESENT :

Shri I. N. Sinha, Presiding Officer.

APPEARANCES :

For the Employers—Shri R. S. Murthy, Advocate.

For the Workmen—Shri S. Bose, Secretary, Rashtriya
Colliery Mazdoor Sangh

STATE : Bihar.

INDUSTRY : Coal.

Dhanbad, dated the 21st February, 1985

AWARD

The present reference arises out of Order No. L. 24012
(10)/81-D.IV(B), dated the 24th September, 1981 passed
by the Central Government in respect of an industrial dis-
pute between the parties mentioned above. The subject
matter of the dispute has been specified in the schedule to
the said order and the said schedule runs as follows :—

"Whether the action of the management of Kedla North
Colliery of Central Coalfields Ltd, District Hazari-
bagh in stopping Shri Shyam Baran Singh, Explosive
Carrier from work from 16-9-1980 is justified?
If not, to what relief is the workman concerned
entitled?"

2. The dispute has been settled out of Court. A memo-
randum of settlement dated 8-2-1985 has been filed in Court.
I have gone through the terms of settlement and I find them
quite fair and reasonable. There is no reason why an award
should not be made on the terms and conditions laid down in
the memorandum of settlement. I accept it and make an
award accordingly. The memorandum of settlement shall
form part of the award.

3. Let a copy of this award be sent to the Ministry as
required under section 15 of the Industrial Disputes Act,
1947.

I. N. SINHA, Presiding Officer
(No. L-24012(10)/81-D.IV(B))

ANNEXURE

BEFORE THE CENTRAL GOVERNMENT INDUSTRIAL
TRIBUNAL NO. 2, DHANBAD

In the matter of Ref. 66/1981

PARTIES :

Employers in relation to the Management of Kedla
Colliery, Central Coalfields Ltd, PO Kedla, Dist.
Hazaribagh.

AND

Their workman.

JOINT PETITION ON BEHALF OF EMPLOYERS
AND WORKMAN

1. The above mentioned employers and the workmen
most respectfully beg to submit jointly as follows :—

(1) That the employers and the workmen have jointly
negotiated the matter covered by the aforesaid reference with
a view to coming to an amicable and over-all settlement.

(2) That as a result of the negotiations so held between
the two parties, the Employers and the Workmen have come
to the following overall settlement of the aforesaid matter :—

(a) It is agreed that the workman concerned, Sri Sham-
baran Singh, shall be reinstated by the Management
in the post of Explosive Carriers in daily rated
Category II within a week of the date of this
petition.

(b) It is agreed that the pay of the workman con-
cerned, Sri Shambaran Singh, will be fixed in daily
rated Category II in NCWA III Pay Scale of
Rs. 21.65-0.53-29.07 at the stage corresponding to
the stage at which he was drawing his pay at the
time of termination of his services w.e.f. 16-9-80
as per the pay fixation formula laid down in NCWA
III from the date he reports for duty as laid down
in Clause (a) above

(c) It is agreed that for the intervening period between
16-9-1980 and the date of joining duty as aforesaid
the workman concerned shall not be entitled to
any back wages or other benefits.

(d) It is agreed that except as otherwise stated in
Clause (c) above the workman concerned will have
continuity of service with reference to service put
in by him prior to 16-9-80.

(e) It is agreed that this is an over-all settlement in
full and final settlement of all the claims of the
workman concerned arising out of the present
reference.

3. That the employers the workman submit that they
consider the aforesaid agreement as fair, reasonable and
just for both the parties.

In view of the above, the employers as well as the work-
man jointly pray that the Hon'ble Tribunal may be pleased
to disposed of the reference in terms of the above agree-
ment and give an award accordingly.

Ral. S. Murthy, Advocate for Employers

Sd/- Illegible

Secretary

Rashtriya Colliery Mazdoor Sangh.

Dhanbad.

Part of the Award

Shambaran Singh,

Workman concerned.

Dhanbad.

Date : 8-2-85

Witness :—

Sd/- Illegible

का. आ. 1192:—औद्योगिक विवाद अधिनियम,
1947 (1947 का 14) की धारा 17 के अनुसरण में,
केन्द्रीय सरकार, मैसर्ज भार्गव कोकिंग कोल लिमिटेड की
जीनागोरा कोलियरी, लोडना क्षेत्र के प्रबंधन से सम्बद्ध
नियोजकों और उनके कर्मचारों के बीच, अनुबंध में निर्दिष्ट
औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण,
नं. 2 धनबाद के पंचाट को प्रकाशित करती है, जो केन्द्रीय
सरकार को 27-2-1985 को प्राप्त हुआ था।

S.O. 1192.—In pursuance of section 17 of the Industrial
Disputes Act, 1947 (14 of 1947), the Central Government
hereby publishes the award of the Central Government
Industrial Tribunal, No. 2, P.O. Jagjiwan Nagar, Dhanbad,
as shown in the Annexure, in the industrial dispute, between
the employers in relation to the management of Jeenagora
Colliery Lodna Area of M/s. Bhargava Coking Coal Limited,
and their workmen, which was received by the Central
Government on the 27th February, 1985.

ANNEXURE

BEFORE THE CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL NO. 2, DHANBAD

In the matter of a reference under Section 10(1)(d) of the Industrial Disputes Act, 1947.

Reference No. 16 of 1984

PARTIES :

Employers in relation to the management of Jeenagora Colliery Lodna Area of M/s. Bharat Coking Coal Limited, P.O. Khas Jeenagora, Dhanbad.

AND

Their Workmen.

PRESENT :

Shri I. N. Sinha, Presiding Officer.

APPEARANCES :

For the Employers—Shri B. Joshi, Advocate.

For the Workmen—Shri S. Sose, Secretary, Kashiya Colliery Mazdoor Sangh.

STATE : Bihar

INDUSTRY : Coal

Dhanbad, the 21st February, 1985

AWARD

The present reference arises out of Order No. L-24012 (51)/83-D.IV (B), dated, the 8th/16th May, 1984, passed by the Central Government in respect of an industrial dispute between the parties mentioned above. The subject matters of the dispute has been specified in the schedule to the said order and the said schedule runs as follows :—

"Whether the action of the management of Jeenagora Colliery, Lodna Area of M/s. BCCL, P.O. Khas Jeenagora, Dhanbad in refusing employment to Sri Nabi Khan, Night Guard with effect from 24th November, 1980 is justified? If not, to what relief is the said workman entitled?"

2. The dispute has been settled out of Court. A memorandum of settlement dated 17-1-1985 has been filed in Court. I have gone through the terms of settlement and I find them quite fair and reasonable. There is no reason why an award should not be made on the terms and conditions laid down in the memorandum of settlement. I accept it and make an award accordingly. The memorandum of settlement shall form part of the award as 'Annexure'.

3. Let a copy of this award be sent to the Ministry as required under section 15 of the Industrial Disputes Act, 1947.

I. N. SINHA, Presiding Officer
[No. L-24012(51)/83-D.IV (B)]

ANNEXURE

Part of Award

BEFORE THE PRESIDING OFFICER, CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL NO. 2, AT DHANBAD

Reference No. 16/84

Employers in relation to the management of Jeenagora Colliery

AND

Their workman.

PETITION OF COMPROMISE

The humble petition on behalf of the parties to the above reference most respectfully sheweth :—

1. That the parties above named have amicably settled the dispute on the following terms :—

TERMS OF SETTLEMENT

(a) That the workman concerned, Shri Nabi Khan will be taken back in employment and he will report

for his duty in his original capacity as Night Guard within 15 days of the filing of the settlement.

(b) That the continuity of service of the concerned workmen will be maintained and the intervening period from the date of his unauthorised absence till the date of resumption of his duty will be treated as leave without wages.

(c) That the concerned workmen shall not be entitled for any wages or benefit during the period of his absence (leave without wages).

Under the facts and circumstances stated above the Hon'ble Tribunal will be graciously pleased to accept the settlement as fair and proper and will be pleased to pass the Award in terms of the settlement.

For the Workman :

L.T.I. of Nabi Khan

Sd/- Illegible

For the Employers :

Sd/- Illegible

General Manager

DECLARATION

I, Sri Nabi Khan, do hereby declare and state that the contents of the terms of settlement were explained to me and I fully agree with the terms of settlement.

Witnesses :

(1) Sri Muni Lal Nishad

SIGNATURE :

LTI of Nabi Khan

नई दिल्ली, 5 मार्च, 1985

का. आ. 1193:—औद्योगिक विवाद अधिनियम, 1947 (1947 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार, मैसर्स सैण्डल कोलफील्ड्स लिमिटेड, तलचर के प्रबंधन से सम्बद्ध नियोजकों और उनके कर्मचारों के बीच, अनवध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण, भुवनेश्वर के पंचाट को प्रकाशित करती है, जो केन्द्रीय सरकार को 28-2-1985 को प्राप्त हुआ था।

New Delhi, the 5th March, 1985

S.O. 1193.—In pursuance of section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the award of the Industrial Tribunal, Bhubaneswar (Orissa), as shown in the Annexure, in the industrial dispute between the employers in relation to the management of Central Coalfields Limited, Talcher and their workmen, which was received by the Central Government on the 28th February, 1985.

ANNEXURE

INDUSTRIAL TRIBUNAL, ORISSA, BHUBANESWAR

PRESENT :

Shri K. C. Rath, B.L., Presiding Officer, Industrial Tribunal, Bhubaneswar.

Industrial Dispute Case No. 15 of 1984 (Central)

Bhubaneswar, the 23rd February, 1985

BETWEEN

The employers in relation to the management of Central Coalfields Ltd., Talcher. First-party

AND

Their workmen.

Second-party

APPEARANCES :

None—for the first-party.

None—for the second-party.

AWARD

Dispute referred to by the Central Government for adjudication under Clause (d) of Sub-section (1) of Section 10 of the Industrial Disputes Act, vide Notification No. L-19012 (26)/84-D.IV (B) dated 18-10-1984 of the Ministry of Labour and Rehabilitation, Department of Labour runs thus :

"Whether the action of the management of Central Coalfields Limited, Talcher in retiring Sri Kapila Behera from service with effect from 16-7-83 is justified? If not, to what relief the workman is entitled?"

2. Both the parties remained absent and did not take any steps despite service of notices on them by registered post. In the circumstance, I am inclined to think that there exists no dispute between the parties at present to be adjudicated by this Tribunal. Hence I pass this no-dispute Award.

K. C. RATH, Presiding Officer
[No. L-19012(26)/84-D.IV (B)]

S. S. MEHTA, Desk Officer

नई दिल्ली, 4 मार्च, 1985

का. आ. 1194:—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार यूनाइटेड बैंक ऑफ इंडिया के प्रबंधन में सम्बद्ध नियोजकों और उनके कर्मचारों के बीच, अनुबंध में निदिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण, नई दिल्ली के पंचाट को प्रकाशित करती है, जो केन्द्रीय सरकार को 26-2-85 को प्राप्त हुआ था।

New Delhi, the 4th March, 1985

S.O. 1194.—In pursuance of section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the award of the Central Government Industrial Tribunal, New Delhi as shown in the Annexure in the industrial dispute between the employers in relation to the United Bank of India and their workmen, which was received by the Central Government on the 26th February, 1985.

BEFORE SHRI O. P. SINGLA, PRESIDING OFFICER,
CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL,

NEW DELHI

I. D. No. 22/79

In the matter of dispute between :

Shri R. P. Chaturvedi S/o Shri Lalta Prashad Chobey,
r/o 107, Ashrifola, Hardoi, U.P.

Versus

United Bank of India, Lucknow.

APPEARANCES :

Shri G. K. Srivastav—for the workman,

Miss Geeta Sharma—for the Management.

AWARD

Central Government, Ministry of Labour on 2-5-79 vide Order No. L-12012/26/73-LR.III/D.II (A) made reference of the following dispute to this Tribunal for adjudication :

"Whether the action of the management of the United Bank of India in discharging Shri R. P. Chaturvedi,

Godown Clerk in the Aminabad, Lucknow Branch of the Bank with effect from 14-10-71 is legal and justified? If not, to what relief is the workman entitled?"

2. Mr. R. P. Chaturvedi was appointed in the clerical cadre of the United Bank of India, Lucknow branch in September, 65 and became permanent on 14-9-66 in July, 67. He worked as Godown Clerk at Aminabad Branch of the said Bank.

3. A firm namely M/s. Hari Singh Balchand, Garbarjhala, Aminabad, had cash credit account with the Aminabad Branch of the Bank then and used to pledge goods with the Bank and the pledged goods were kept in the godown within the premises of their properties.

4. The Reserve Bank of India carried out inspection of the godown in the Month of May, 67 and on 24-6-67 Mr. R. P. Chaturvedi was directed by the agent of the Bank to get dismantled the wall between the godown and another room. The dismantling work was carried on 25-6-67 was a holiday and it was on 26-6-67 that the workman handed over the key of the godown with oral explanation.

5. A shortage of about 971 bundles of G. I. Wire and Copper Wire was detected out of its total stock of 1328 bundles on 20-7-67. The workman was charge-sheeted for that shortage and an FIR was lodged against the firm concerned. The Enquiry was conducted and the Enquiry Officer Shri S. C. Ghoshal, the then Superintendent of Branches, Head Office in his report held Mr. R. P. Chaturvedi to be guilty of the shortage and the manipulation in the stocks in the godowns of M/s. Hari Singh Balchand feeling that there was a collusion between Mr. Chaturvedi and the Proprietor of the firm. In the alternative Mr. Chaturvedi was held to be grossly negligent in the performance of his duties. In any case, it was recommended that it was not expedient to keep such a person in the service of the Bank and it was recommended that he should at least be discharged from service and discharge in this case should not be deemed to amount to disciplinary action.

6. An oral hearing was given to the workman by Shri R. N. Goswami and he felt that the charge-sheet was not clear and that till the subsequent shortage of 140 bundles could be traced out for its reason thereafter no action should be taken against Mr. Chaturvedi. This was the order that he made on 19-5-71.

7. However, subsequently the same officer Shri R. N. Goswami terminated the services of the workman by order of discharge dated 29-10-71.

8. Mr. R. P. Chaturvedi in his statement of claim asserted that M/s. Hari Singh Balchand deceived this Bank and also other bankers and that he himself was not at all to blame and that the order dated 29-10-71 terminating his service was illegal and void and was in violation of Section 25-F and 25-M of the Industrial Disputes Act, 1947 as also in violation of Desai Award and Bipartite Settlement and that he was not afforded opportunity to show cause against the quantum of punishment and the police did not find any guilt of the workman and that Enquiry proceeding and the other relevant information and papers demanded by him were not given to him for giving proper reply to show cause notice of discharge. No retrenchment compensation was given to him. He claimed reinstatement in service with full back wages and continuity of service.

9. The Management contested the claim of the workman. It was pleaded that the work "workmen" in the reference was wrong because it was a single workman and "appropriate Government" had not applied its mind. There is said to be variation in the order of reference with regard to foundation of dispute because it refers to the United Bank of India, Calcutta. Further, the conciliation proceedings, could be conducted only in Calcutta, where the Head Office of the Bank is situated and not in the State of U.P. and this Tribunal had no jurisdiction when Head Office of the Bank was in West Bengal, even though the Central Government was "Appropriate Government" for the banking-industry as a whole. Even otherwise, the action of the management in discharging Mr. Chaturvedi on the basis of findings of the Enquiry bona fide by discharge simpliciter was said to be immune from any challenge.

10. On merits, it was pleaded that the FIR was lodged immediately with Aminabad police station in respect of the conduct of the firm and there was a loss estimated to have been suffered by the Bank of Rs. 1,40,000, and involvement of Shri R. P. Chaturvedi, the then Godown Clerk attached to the said godown of the said firm, was clearly indicated and stocks could not have been removed without collusion and connivance of this workman. The Bank could not wait indefinitely for result of police investigation and, therefore conducted the Enquiry. Discharge is said to be admissible under para 19.12 (c) of the Bipartite Settlement where evidence is insufficient to sustain the charge, and discharge in such cases would not amount to disciplinary action.

11. Mr. R. P. Chaturvedi filed Writ Petition in the High Court of U. P. at Allahabad. The Court disposed of his writ petition on 23-9-78 and the court did not find any infirmity except that section 11-A of the Industrial Disputes Act, 47 was referred to by them.

12. The action of the Management terminating the services of the workman was said to be legal and justified and also bona fide.

13. The matter has been tried and written arguments of the parties have been taken on record.

14. In view of what have been stated above, Mr. R. P. Chaturvedi was not proceeded against for proved misconduct or gross negligence in performance of duties on his part and the discharge was only on the ground of loss of confidence. Such a discharge is possible under the Bipartite Settlement. The only question is whether such discharge could be made without payment of retrenchment-compensation to this workman, who was permanent and had served the Bank for a period of more than 5 years.

15. Section 25-F of the I. D. Act, 47 is an over-riding provision, which has to be given effect to, and the bank-Awards and Bipartite Settlements are subject to that provision where it applies. This is no settled law. (State Bank of India Vs. N. Sundara Mondy, (1976) 3 SCR 160; (1976) 1 SCC 822; 1976 SCC (L&S) 132; 1976 Lab. IC 769. Hindustan Steel Ltd. Vs. Presiding Officer, Labour Court, Orissa; (1977) 1 SCR 586; (1976) 4 SCC 222; 1976 SCC (L&S) 583, AIR-1977 SC 31, Santosh Gupta Vs. State Bank of Patiala, (1980) 3 SCR 884; (1980) 3 SCC 340; 1980 SCC (L&S) 409; (1980) 2 LLJ 72, Delhi Cloth and General Mills, Ltd. Vs. Shambhu Nath Mukherjee, (1978) 1 SCR 591; (1977) 4 SCC 415; 1978 SCC (L&S) 1; (1979) 55 FJR 210, Mohan Lal Vs. Management of M/s. Bharat Electronics Ltd. (1981) 3 SCR 518; (1981) 3 SCC 225; 1981 SCC (L&S) 478; AIR 1981 SC 1253 and L. Robert D'Souza Vs. Executive Engineer, Southern Railway, (1982) 3 SCR 251; (1982) 1 SCC 645; 1982 SCC (L&S) 124; AIR 1982 SC 854; 1982 Lab. IC 811 reported in (1984) 1 Supreme Court Cases 509 Gammon India Limited Vs. Niranjan Dass.

16. Section 25-F of the Industrial Disputes Act, 47 clearly applied to this workman because he had completed more than one year of service under the Management of said bank and his services were terminated without payment of retrenchment compensation. In State Bank of India Vs. N. Sundara Money, 1976 SCC (L&S) 132 it was ruled that every termination of service except those specified in sub-clause (i) to (ii) of section 2(oo) of Industrial Disputes Act amounts to retrenchment and retrenchment compensation had to be paid at the time retrenchment and if that had not been done the retrenchment was illegal and void ab initio.

17. The present is a case where retrenchment compensation was not paid to the workman when his services were terminated by order of discharge. The motive of the reason for discharge is irrelevant when such a discharge amounts to "retrenchment" under section 2(oo) of the I. D. Act, 1947 and section 25-F of the I. D. Act is applicable on account of the workmen having rendered service of more than a year under the Management.

18. Under the circumstances, the Management's pleas cannot avail and the workman is entitled to an order that the termination of his service by letter dated 29-10-71 is void ab initio for non-compliance of Section 25-F of the I. D. Act, 47 and he is ordered to be reinstated in service with full back-wages and continuity of service without affecting

the right of the Management in future to take action by compliance with the provision of section 25-F of the I. D. Act, 47. The award is made accordingly.

19. The technical objections raised by the Management was without substance and do not need repulsion in detail. The reference is valid and in accordance with the directive of the Allahabad High Court in Writ Petition referred to earlier.

20. No question of allowing the bank-Management to lead evidence to prove charges against the workman arises when the termination of service is not for proved misconduct.

Further it is ordered that the requisite number of copies of this award may be forwarded to the Central Government for necessary action at their end.

Dated : February 18, 1985.

O. P. SINGLA, Presiding Officer
[No. L-12012/26/73-LR.III/D.II (A)]

का. आ. 1195.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार, स्टेट बैंक आफ इंडिया के प्रबंधन से सम्बद्ध नियोजकों और उनके कर्मचारों के बीच, अनुबंध में निदिष्ट औद्योगिक विवाद में औद्योगिक अधिकरण, हैदराबाद के पंचाट को प्रकाशित करती है, जो केन्द्रीय सरकार को 22-2-85 को प्राप्त हुआ था।

S.O. 1195.—In pursuance of section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the award of the Central Government Industrial Tribunal Hyderabad as shown in the Annexure in the industrial dispute between the employers in relation to the State Bank of India and their workmen, which was received by the Central Government on the 22nd February, 1985.

BEFORE THE INDUSTRIAL TRIBUNAL (CENTRAL)
AT HYDERABAD

PRESENT :

Shri J. Venugopala Rao, Industrial Tribunal.

Industrial Dispute No. 14 of 1983

BETWEEN

The Workmen of State Bank of India, Hyderabad.

AND

The Management of State Bank of India, Hyderabad.

APPEARANCES :

Sri A. K. Jayaprakash Rao—for the Workmen,

Sri K. Srinivasa Murthy and Miss G. Sudha—for the Management,

AWARD

The Government of India, Ministry of Labour by its Order No. L-12012/263/82-D.II (A) dated 28th/30th June, 1983 referred the following dispute under Sections 7A and 10(1)(d) of the Industrial Disputes Act, 1947 between the Management of State Bank of India and its workman, to this Tribunal for adjudication :

"Whether the action of the management of the State Bank of India in relation to their Staff Training Centre, Hyderabad in terminating the services of Shri M. Parusharam, Electrician with effect from 31-3-1982 is justified? If not, to what relief is the workmen concerned entitled?"

This reference was registered as Industrial Dispute No. 14 of 1983 and notices were issued to both the parties.

2. The workmen filed their claims statement. The petitioner-workman mentioned that he was appointed as an Electrician at the Staff Training School, Hyderabad for maintenance of electrical fittings on 26-2-1970 and the petitioner also passed the examination for wiremen and he was a qualified electrician. According to him when he was appointed in the year 1970 his salary was Rs. 50.00 per month and the salary was enhanced in the year 1972 and fixed to Rs. 180.00 per month. According to him, in the letter of appointment dated 9-12-1972 he was directed to report daily at the Training Centre as the work was not confined to specific hours. He also mentioned that the Chief Instructor of the Respondent-Bank also recommended for the appointment of the Petitioner as the Electrician-cum-Messenger to look after the electrical and maintenance work both at the Rock Cliff and at Fair View buildings. According to him the Petitioner reported for duty at 9.00 a.m. and was working till 5.00 p.m. at both the centres. It is his case that the nature of work which he was discharging is of permanent nature and he continued to work as Electrician from the date of his appointment till he was illegally terminated by the Respondent on 31-3-1982. According to him at the time of termination his monthly salary was Rs. 500.00 per month. It is his case that he was not paid any compensation or gratuity and the said termination is in violation of Section 25-F of the I. D. Act and the same amounted to retrenchment within the meaning of Section 2(oo) of the I. D. Act. It is also his case that he worked continuously without any interruption in the service till 31-3-1982 from 1970, and thus the action of the Respondent is in violation of Section 25(G) of the I. D. Act. It is also his case that he was unemployed and could not secure any alternative employment and the order of termination should be set aside with full back wages and attendant benefits.

3. On the other hand the Management of State Bank of India Staff Training Centre, Hyderabad filed a counter contending as follows : The management mentioned that the Petitioner is not an employee or workman of the Bank as defined under Section 2(a) of the I. D. Act. According to them he was engaged as a contractor and thus he cannot raise any industrial dispute under Section 2(a) of the I. D. Act or under any other provisions. According to the Management the reference is bad in law.

4. It is mentioned that the Petitioner was engaged by the Respondent-Bank as Electrician on contract basis to look after the electrical installation at Rock Cliff on payment of consolidated amount of Rs. 50.00 at the first instance in the year 1970 and the said contract was for a period of one year. Later on, according to the need and performance of the claimant contractor, the period of contract was renewed. In the year 1972 the Respondent Bank entrusted the petitioner with the maintenance of electrical installation work at "Fair View" as well as "Rock-Cliff" centres. Since he was given one more building i.e. "Fair View" for looking after the maintenance work on contract and the contract amount was increased to Rs. 100.00 at the rate of Rs. 50.00 on each building. The same was increased in the year 1972 to Rs. 180.00 and Rs. 20.00 in the year 1978. In fact the letter dated 29-11-1978 the Respondent-Bank intimated the Petitioner that he was looking after the maintenance of work of electrical installation and fittings at the Staff Training Centres at Rock Cliff and Ibrahim Mahal at a contract rate of Rs. 300.00. Subsequently when the Petitioner represented for enhancement of contract amount to Rs. 600.00. Keeping in view the cost of conveyance expenses incurred by the Petitioner in visiting the Staff Training Centres and also keeping in view the general increase in the contract amounts paid for similar works elsewhere, the Respondent Bank increased the contract amount to Rs. 500.00 in the year 1980.

5. The entire maintenance work was done on contract basis and no time schedule or working hours is fixed to this petitioner. As per the contract he had to visit both the Training Centres to see whether the electrical equipment was in good condition and repair if it was not. It is incorrect to state that he was on salary as an employee of the Respondent-Bank. He was attending the Bank Training Centre as contractor but not as an employee. At no time salary was paid to him. The said amount was paid

for rendering his service as per the terms of the contract. When the Training Centres is shifted to Ameerpet the contract of the service of the petitioner was not required as the landlord themselves had agreed to undertake the maintenance work of the electrical installation at the centres. Previously the owner of the building did not come forward to maintain the electrical fitting when the Training Centres at Fair View and Rock Cliff Centres. In fact the Chief Instructor complained that the quality of services rendered by the petitioner in the maintenance of electrical installation had deteriorated considerably at the Training Centres and recommended for the termination of the contract. Thus as the Training Centre at Ameerpet did not require such maintenance of electrical installation by the Management and also in view of the non-satisfactory performance of the maintenance work the Respondent-Bank issued a notice on 1-3-1982 terminating the contract with effect from 31-3-1982. In fact the Petitioner himself admitted in his letter dated 23-3-1982 that he was a contractor and doing the maintenance work. The provisions of Section 25-F and 25-G of the I. D. Act are not attracted as he was never an employee, and there is no industrial dispute whatsoever.

6. On behalf of the Workmen W.W.1 was examined. Exs. W1 to W4 were marked and on behalf of the Management Bank M. Ws. 1 to 3 were examined and Exs. M1 to M 20 were marked.

7. W.W.1 Sri. M. Parusharam deposed that he worked as Electrician in the State Bank of India Staff Training Centre at Banjara Hills being appointed in 1970 under Ex. W1 with a salary of Rs. 50.00 per month in the beginning. It is his case that he was drawing Rs. 500.00 by the date of his removal from service from 31-3-1982 and Ex. W2 is the order of termination of his service. According to him he was qualified Electrician and he was on duty from 9.00 a.m. to 4.00 p.m. attending to the electrical work at the two Training Centres and the Chief Instructor also recommended to the Management to appoint him as Electrician-cum-Messenger. It is his case that the two juniors by name Shankariah and Bikshapathi were continued in service as Electrician and he was not paid any retrenchment compensation. It is his case that he was terminated without calling for any explanation regarding his work. According to him when he applied for a post in the Bank Ex. W3 is the letter issued to him in December 1972 mentioning that he has to report at the Centres daily as his duty required attendance regularly. Ex. W4 another similar letter issued to him in 1970. He asserted that it was not a part-time job and he was exclusively working in the Centres. In the cross-examination he admitted under Ex. W1 that he has to work two days in a week for keeping the electrical appliances in order. He admitted that originally he was asked to attend for keeping the electrical appliances in order in one centre at Rock Cliff and subsequently another centre known as Fair View Centre was also entrusted to him and he was paid another Rs. 50.00. He admitted that he wrote to the Bank to enhance it to Rs. 180.00 as he had to attend to cleaning and maintenance of the appliances at the Centres also. According to him Ex M1 is the letter submitted to the Management by him praying for enhancement and to appoint him as full time electrician. He conceded that he worked at Rock Cliff would be of three hours in the said letter. He admitted Ex. M2 written by him requesting for enhancement of the amount to Rs. 350.00. He conceded that he was originally appointed as on contract basis and he should sign in the book kept at the Centres for the time attended to the work. He admitted that Ex. M4 was given by him to the Management where informed that Rs. 300.00 was not sufficient and because of his daily schedule at the Centres. Wherein he admitted that he was carrying out the duties mentioned in the letter of 29-11-1978 on contract basis. He also admitted that he was being paid in all Rs. 300.00 per month. He requested for enhancement of the said amount to contract amount of Rs. 600.00 per month. He admitted that he was working on contract basis till the last. He also admitted having Ex. M4 letter dt. 24-7-1980 and that he gave Ex. M5 application on 23-3-1982. According to him he is holding Electrician Licence. He also admitted that Ibrahim and Bikshapathi were appointed in the Head Office.

8. M.W.1 Sri Radhakrishnan who is the Faculty Member in the State Bank of India Staff College, Hyderabad. He was also the Chief Instructor of the Secunderabad Training Centre from March 1976 to September 1977. According to him the Petitioner Parashram was Electrical contractor and he was maintaining the electrical installation on contract basis at the Training Centre. According to there were no fixed timing for him and he was to come at his own convenience and that he found the workman services not upto the mark during his time and he communicated in writing to the Head Office also. He marked communications Exs. M6 to M9 the Head Office regarding this contractor.

9. M.W. 2 Sri A. M. Krishna Sastri who is working as Premises Officer in Local Head Office and who worked as Chief Instructor at Rock Cliff Training Centre. According to him the Petitioner was appointed as contractor in maintenance of electrical installation in the Training Centre and there were no fixed timing for him. He mentioned that he had recommended him for enhancing the contract amount under Ex. M10 and the Personnel Department sent a letter Ex. M11 to him to obtain the lowest quotation and Parashram gave Ex. M12 representation and he forwarded it to the Head Office along with his letter Ex. M13 and Ex. M14 is one of his letters recommending for paying the maintenance charges to this contractor. According to him during his period as Chief Instructor this electrician was performing his duties satisfactorily. According to him he mentioned in the letter Ex. M10 to the Head Office that the said electrician was visiting every day for two to three years.

10. M.W. 3 Sri S. Krishnan who was also incharge of the Training Centre. According to him the petitioner was the contractor of the Staff Training Centre and marked Exs. M15 to M19 as the letters given to the Management by this contractor from time to time. Ex. M20 is one of the acceptance letters of contractor. According to him the petitioner was being paid contract amount for maintenance of electrical installations from time to time. According to him under Ex. M17 he was asked to attend the work regularly and Ex. M19 is the similar letter addressed by them with similar conditions. He admitted that from 1982 Parashram was on contract and carried out his duties continuously. According to him he is not a permanent employee and therefore he is not shown in the Attendance Register.

11. The point for consideration is now whether M. Parashram, Electrician is an employee of the State bank of India or whether he is only working as a Contractor and whether the action of the Management in terminating the said services is justified or not ?

12. The admitted facts are : the Petitioner who is having Electrician Licence was appointed in 1970 to look after the maintenance of electrical equipment at Banjara Hills, Hyderabad and subsequently he was entrusted with the maintenance of electrical equipment at two Training Centres i.e. Rock Cliff and Fair View buildings. The services of this Electrician were ultimately dispensed with and terminated on 31-3-1982. The case of the workman is that he worked continuously during this period of 11 or 12 years and as per Section 2(s) of the I.D. Act any person (including an apprentice) employed in any industry to do any skilled or unskilled manual or supervisory, technical or clerical work for hire or reward comes under the purview of the definition of "Workman" and the said Electrician whose services were put an end by 31-3-1982 amounts to retrenchment within the meaning of Section 2(o) of the I.D. Act. According to the learned counsel for the workman nomenclature or designation given to any post is not conclusive but the nature of work done by the Petitioner is a relevant point to be considered. According to him the Petitioner is not a contractor and the provisions of Contract Labour (Regulations and Abolitions) Act 1970 is not applicable. Secondly the Petitioner's counsel contended that for the first time in the counter it is mentioned that the services of the Petitioner were not satisfactory and the said allegation amounts to misconduct and when no charge sheet is given and no enquiry is conducted the said allegation cannot be held to be proved as per Law and there should be an opportunity given to the workman and relied upon certain citations. The learned counsel for the Workman wanted

the termination to be set aside and direct the Respondent Management to reinstate the Petitioner into service with full back wages and attendant benefits.

13. On the other hand Miss G. Sudha for the Management contended that the State Bank of India has got two Staff Training Colleges at Rock Cliff and Fair View originally and the said Staff Training Colleges are not doing any banking operations. According to her, the said Petitioner is appointed as contractor to look after the maintenance of electrical works at Rock Cliff and Fair View. In the first instance for one year and from time to time the said contract was extended. It is argued by the Counsel for the Management that it is electrical service contract and there is no time schedule and fixed hours of work and the nature of work assigned to him was to look after the maintenance of the electrical appliance and replace the spoiled electrical appliance if they go out of order. According to him, originally the owner of those buildings which were taken on lease was not willing for maintenance of electrical equipment and for replacement of those electrical appliances that are spoiled and thus they had insisted to have an Electrician on contractual basis and subsequently when the Staff Training College moved to Ameerpet Centre as the house owner was willing to maintain the electrical equipment also, the said contract was terminated after giving notice. It is her case that the Petitioner is not a worker within the definition of Industrial Disputes Act.

14. From a perusal of the evidence adduced before me, it is relevant to decide whether he is a worker coming within the definition of the I.D. Act or not. M.W.1 admitted in the cross examination that he was originally appointed on contract basis and Ex. M2 contents were also admitted by him. Ex. M3 letter dated 17-6-1980 to the Manager State Bank of India, Head Office with reference to Staff Training Centres regarding the maintenance of electrical fittings and installations. The present petitioner mentioned that in terms of the letter of the Bank No. 6139-9/29-11-78 he was carrying out the duties detailed therein daily on contract basis. He mentioned that he was spending atleast four hours each day at the Training Centres and that he totally dependent on "this contract". He wanted to enhance the contract amount to Rs. 600.00 per month from Rs. 300.00 per month. So Ex. M3 clearly indicated that even in 1980 his own letter addressed to the Bank communicated that he wanted enhancement of contract amount as the supervision of these Training Centres at various places required more time on his part and the same is part of the record. According to him he was paid afterwards Rs. 500.00 per month. Even Ex. M2 letter would show that he was visiting the Training Centres of the Institutions on a meagre contract of Rs. 80.00 from 1976 and that this is not sufficient for him and he wanted the same to be enhanced to Rs. 350.00. Even Ex. M1 would show that he was originally agreed for the rate of Rs. 50.00 per month inclusive of all expenses to work on terms and conditions mentioned by the State Bank of India, Chief Instructor who is the controlling authority by supervising the maintenance work twice a week and in 1971 when another Centre 'Fair View' was taken at Banjara Hills as he was asked to attend these two Centres on alternate days, the same was increased to Rs. 100.00 and in December 1972 he again agreed to attend both the Centres for maintenance of electrical fittings at the rate of Rs. 180.00 per month, and he made a request in view of the past part-time service to appoint him on full time basis in any capacity in subordinate cadre in case there are no chance of his absorption as full time electrician. The evidence of M.W.1 and M.W. 3 would indicate that the Petitioner was not signing the Attendance Register and there is no such attendance register maintained for him. His assertion that there is time schedule and he was working regularly from 9.00 a.m. to 4.00 p.m. is not substantiated by any documents maintained by the Chief Instructor of the Staff Training Institutions. Further Ex. M3 would show that he was seeking for enhancement of the "contract amount" from Rs. 300.00 to Rs. 500.00 as he was not able to supplement with his income by any other earning. He was trying to mention in Ex. M3 that his devotion to duty in attending to the maintenance of electrical appliance of the Institutions is not permitting him at any time to attend to any other contract or service jobs. In fact the evidence of M.Ws 1, 2

and 3 would show that there is no fixed hours of work or time schedule and originally or subsequently he was working weekly twice for two or three hours and subsequently alternatively in a week. When the institution were increased is on contractual basis. Even Ex. M5 mentioned that if his contract is terminated all of a sudden without any lapse on his part it would cause him considerable hardship and he wanted on humanitarian ground not to terminate "his service contract". Further Ex. M15 to M19 would show that from time to time he was asked to undertake the maintenance work of electrical installation and fittings detailing the works attended by him as service contract with specified conditions and it is also informed in the said letter that there is no specified hours of work and that he has to attend the Centres work as and when called upon in case of casualty. His letter Ex. M20 would show that he was agreeable to take up the maintenance work of electrical installation and fittings in the Staff Training School Banjara Hills. All these letters i.e., from Exs. M1 to M19 would show that from time to time the "contract" was being extended with stipulated service conditions to be rendered by him.

15. Thus the question to be seen is whether Section 2(s) of the I.D. Act will apply to such person to come under the purview of "Workman" under the I.D. Act. In Section 2(s) of the I.D. Act, the definition of workman was enlarged by the I.D. Amendment Act of 1956. According to the enlarged definition of person employed in any industry to do technical work for hire or reward is also now including in the definition of workman. The meaning of the word "Technical" as defined in the Dictionaries may not be of any help to lay down clearly the content or concept implied in it. Venkatraman v. Labour Court (1982)(1) LLJ, page 454 at 461 Kerala). The definition clearly indicated "Employed" in any industry, the meaning of the word "any" used in the first part of the definition clause does not prescribed that person employed in any industry must work physically inside the factory or the office or industry for being treated as workman in connection with an industrial dispute. The person would be a workman if he is employed in the industry no matter where he is employed. In the instance case the relevant point is whether he is employed in an industry to be styled as workman. There is no employment order, there is no attendance showing that he is an employee of the State Bank of India and it is admitted as per the record that there is no schedule of timing or fixed hours of work and his own letters Exs. M3, M4 and M5 and M15 to M19 would show that they are based upon contract service for fixed periods which are being extended from time to time. At no point of time his emoluments are shown to be paid from the Pay Register maintained for the employees of the Bank or the Staff who work under the Chief Instructor of the said Institutions. Infact the very evidence of M.M.1 that there is no supervision or control over the employee and he is also not restricted to work in State Bank of India only. The relationship between parties is voluntary and there is no supervision or control. It is a simple contract where the applications arises out of by mutual consent as per the conditions mentioned under Exs. M11 to M19. Thus he is not a part-time employee or worker of the Management doing any technical work for hire or for reward being an employee in the said Bank. The entire work done by him is for few hours and that to weekly twice or thrice or for certain hours when the management required the electrical appliance to be functioning and to replace them when they go out of order. The entire work is done by him at his own convenience basing upon the contractual obligation and he was also seeking for enhancement of contractual amount only from time to time as indicated in his letters. His evidence that two juniors by name Shankariah Bikhshapathi were continued as Electrician did not mean that they were workmen being employed in the Bank either casually or permanently. It might be said that Shankariah and Bikhshapathi were also doing contractual service as electricians. The Managements counsel mentioned that on account of bad, unsatisfactory work has seen from the report given by M.W.1 under Exs. M6 to M9 to the Head Office and also in view of building owner undertaking to provide electrical maintenance, they terminated the contractual obligation after giving notice to him as seems to be relevant. In Ex. M10 it was addressed by M.W. 2 that

the said Petitioner was visiting the centre every day for about two or three hours and he was recommended to be employed as Part-time employee and his own letters would show that there is no electrician engaged by him at the Training Centres as there is no post of electrician. He deposed that Parashuram was maintaining electrical installation as contractor personally as he was engaged by the Bank for that purpose. Thus I find there is no evidence that he is appointed as a workman or an employee in the said Bank and that there is no supervision or control over his service and he was rendering service voluntary under the contractual obligations at his convenience and thus he is not a workman as defined under Section 2(s) of the I.D. Act.

16. The counsel for the workman relied upon the decision report in Management of Burma Shell Oil and storage Co. v. Industrial Tribunal A. P. (1975 LIC page 165) and contended that the I.D. Act is a general enactment which apply to all industries and all workman coming within its fold and every industrial dispute within the meaning of the I.D. Act including the dispute of contract labour could be referred for adjudication under the provisions of the I.D. Act. Legality of the reference is being made to the Tribunal though questioned by the Management counsel could be held to be within the meaning of provisions of the I.D. Act. Though the counsel said that the reference is not maintainable and that only Contract Labour (Regulation and Abolition) Act apply following this decision, it can be said that the dispute is referred for consideration under I.D. Act which is a general enactment which applies all industrial workmen coming within its fold. That does not mean that every dispute relating to contract labour must have to be tackled under the provisions of the I.D. Act. Hence the said decision had no relevance. He also relied upon the decision report in Chintaman Rao v. State of M. P. (1958 AIR, S.C. page 388) and contended that the concept of employee involves three ingredients : 1. employer, 2. employee and 3. contracts of employment. According to him the employee is one who works for another for hire the employment is the contract of service between the employer and employee where under the employee agrees to serve the employer subject to his control and supervision. Here there is no such control and supervision. A contractor is a person who in the pursuit of an independent benefit undertake to do specific jobs for work for other persons without submitting himself to their control in respect to the details of the work. The identify mark of a worker is that he should be under the control and supervision of the employer in respect of the details of the work. So the employer must have the right to supervise and control the work done by the employee not only in the matter of directing what work the employee has to do but also the manner in which he shall do his work. The same is missing here and therefore the said decision had no application to the present case. The learned counsel for the Workman relied upon the decision reported in L. Robert D'Souza v. Executive Engineer, Southern Railways [1982 (1) LLJ, page 330] to show that termination amounted to retrenchment and the provisions of Section 2(oo) of the I.D. Act are attracted. When a person is not a workman and it is only a voluntary contractual obligation which is extended from time to time, the question of construing it as a retrenchment under Section 2(oo) of the I.D. Act did not apply. He relied upon the decision reported in Royal Talkies, HYD. v. E.S.I. Corp., Hyderabad [1978 (II) LLJ, page 390] to show that the present petitioner comes under the definition of "employee". It was a case where the theatre owner was charged for liability to pay E.S.I. contributions in each one of their theatres when there is cycle stand and canteen located by independent contractor with their own employees in each of their theatres. It was a case where the entire premises is necessarily held to be under the supervision of the principal employer and keeping of a cycle stand and running of a canteen are held to be incidental to the primary purpose of the theatre. Their Lordships was deciding the said case in the language used in 2(9) of the Sub Sec. (ii) of the said E.S.I. Act for the purpose of contributions, therefore it has no relevance. The learned counsel for the workman relied upon another decision reported in the same Hussainbhai Calicut v. Alath Factory Thozhilla Union (1928 (II) LLJ, page 397) it was held that the true test is whether a worker or labour is to produce goods or services for the

business of another; that the other is in fact the employer if he has economic control over all the workers assistants, skill and continued employment. In the instance case he is only working for one or two hours at his own free will and that too not fixed hours and there is no control or supervision. He is not prevented from working during the other periods of time as Electrician anywhere to earn more funds. There is no restriction on his capability to earn or his sustenance and skill to earn as a technician-cum-Electrician. He was every time seeking being satisfied in his own way on contractual amounts from time to time mentioning his family circumstances and that he unable to bestow for seeking his earnings by other means. That itself shows that he is not under the continued employment of the Respondent-Management. If there is any remedy open to him it is only on civil law for damages for violation of Contractual obligations if any. He cannot be said to be considered to be a workman under Sections 2(s) and 2(k) of the I.D. Act and it is held that the action of the management of State Bank of India in relation to the Staff Centre in terminating the services of M. Parashuram, Electrician with effect from 31-3-1982, is proper and correct. The said Petitioner M. Parashuram is not entitled for any relief under the I.D. Act.

Award is passed accordingly rejecting workers claim.

Dictated to the Stenographer, transcribed by him corrected by me and given under my hand and the seal of this Tribunal, this the 17th day of January, 1985.

Sd/-

Dated : 31st January, 1985

INDUSTRIAL TRIBUNAL

Appendix of Evidence.

Witnesses Examined

For the Workmen :

W.W.1 M. Parushram

M.W.1 Y. Radhakrishnan.

M.W. 2 A. M. Krishna Sastry.

M.W. 3 S. Krishnan.

Documents marked for the Workmen

- Ex. W1 Letter dt. 26-2-1970 from the Dy. Secretary & Treasurer, State Bank of India, Hyderabad, to M. Parusuram for consent to undertake the maintenance work.
- Ex. W2 Termination order dt. 1-3-82 issued by the Chief Instructor, State Bank of India, Staff Training Centre, Rock Cliff, Ameerpet, Hyderabad to M. Parusuram.
- Ex. W3 Photostat copy of the letter dt. 9-12-72 from the personnel Manager, State Bank of India, Hyderabad to M. Parusuram for consent to undertake the maintenance work.
- Ex. W4 Photostat copy of the letter dt. 29-11-78 from the Personnel Manager, State Bank of India, Hyderabad to M. Parusuram for consent to undertake the maintenance work.

Documents marked for the management

- Ex. M1 Letter dt. 31-5-1977 from M. Parusuram to the Personnel Manager, State Bank of India, Hyderabad LHO, for appointment as full time electrician.
- Ex. M2 Letter dt. 18-1-78 from M. Parusuram to the Chief Instructor, Staff Training Centre, State Bank of India, Hyderabad/Secunderabad requesting for enhancement of the amount to Rs. 350.

- Ex. M3 Letter dt. 17-6-80 from M. Parusuram to the Manager-(H.R.D.), State Bank of India, Local Head Office, Hyderabad requesting for enhancement of the amount to Rs. 600 per month.
- Ex. M4 Letter dt. 27-4-82 from the Chief Instructor (Officiating), State Bank of India, Staff Training Centre, Secunderabad to M. Parusuram intimating that his services will not be required with effect from 31-5-82.
- Ex. M5 Letter dt. 23-3-82 from M. Parusuram to the Chief Instructor, Staff Training Centre, State Bank of India, Ameerpet, Hyderabad under copy to Manager H.R.D. Department, State Bank of India, Local Head Office, Hyderabad with regard to the letter dt. 1-3-82.
- Ex. M6 Letter dt. 3-11-76 from the Chief Instructor, to the Personnel Manager, State Bank of India, Personnel Department, Hyderabad LHO, with regard to M. Parusuram, Part-time electrician.
- Ex. M7 Letter dt. 13-12-76 from the Chief Instructor, Staff Training Centre, State Bank of India, Ibrahim Mahal, Secunderabad to the Personnel Manager, State Bank of India, Personnel Department, Hyderabad LHO, with regard to M. Parusuram, Electrical Contractor.
- Ex. M8 Letter dt. 22-11-76 from the Chief Instructor, State Bank of India, Staff Training Centre, Ibrahim Mahal, Secunderabad to the Personnel Manager, State Bank of India, Personnel Department, Hyderabad LHO.
- Ex. M9 Letter dt. 22-11-76 from the Chief Instructor, Staff Training Centre, State Bank of India, Ibrahim Mahal, Secunderabad to the Personnel Manager, State Bank of India, Personnel Department, Hyderabad LHO, with regard to M. Parusuram, Electrical Contractor.
- Ex. M10 Letter dt. 15-2-78 from the Chief Instructor, State Bank of India, Staff Training Centre, Rock-Cliff, Banjarahills, Hyderabad to the Personnel Manager, State Bank of India, Hyderabad, LHO with regard to M. Parusuram, Electrical Contractor.
- Ex. M11 Letter dt. 29-3-1978 from the Personnel Manager, Personnel Department State Bank of India to the Chief Instructor, State Bank of India, Staff Training Centre, Rock Cliff, Banjarahill's, Hyderabad with regard to M. Parusuram, Electrical Contractor.
- Ex. M12 Representation dt. Nil made by M. Parusuram to the Chief Instructor, State Bank of India, Staff Training Centre, Rock Cliff, Hyderabad requesting to raise the contract amount upto Rs. 350 per month.
- Ex. M13 Letter dt. 7-4-78 from the Chief Instructor, State Bank of India, Staff Training Centre, Rock-Cliff, Banjarahills, Hyderabad to the Personnel Manager, State Bank of India, Hyderabad HO, with regard to M. Parusuram Electrical Contractor.
- Ex. M14 Letter dt. 3-1-79 from the Chief Instructor, Staff Training Centre, State Bank of India, Ibrahim Mahal, Secunderabad to the Office Manager, State Bank of India, Hyderabad LHO under copy to the Personnel Manager, S.B.I., Hyderabad LHO, with regard to M. Parusuram, Electrical Contractor.
- Ex. M15 Letter dt. 26-2-1970 from the Dy. Secretary and Treasurer to M. Parusuram for consent to undertake the maintenance work.
- Ex. M16 True copy of the letter dt. 6-5-1971 from the Dy. Secretary and Treasurer to M. Parusuram for consent to undertake the maintenance work.
- Ex. M17 Letter dt. 9-12-72 from the Personnel Manager, State Bank of India, Hyderabad to M. Parusuram for consent to undertake the maintenance work.

Ex. M18 Letter dt. 9-12-72 from the Personnel Manager, State Bank of India, Hyderabad to M. Parusuram for consent to undertake the maintenance work, making copies to the Chief Instructor, Staff Training Centre, State Bank of India, Fair View, Banjara Hills, Hyderabad and the Chief Instructor, Staff Training Centre, State Bank of India, Hyderabad Rock Cliff, Banjara Hills, Hyderabad.

Ex. M19 letter dt. 29-11-78 from the Personnel Manager, State Bank of India, Personnel Department, Hyderabad Local Head Office to M. Parusuram for consent to undertake the maintenance work.

Ex. M20 Consent Letter dt. 3-3-70 from M. Parusuram to the Secretary and Treasurer, State Bank of India premises section, Hyderabad.

J. VENUGOPALA RAO, Industrial Tribunal

29-1-85

[No. L-12012/263/82-D. II(A)]

N. K. VERMA, Desk Officer

नई दिल्ली, 6 मार्च, 1985

का. आ. 1196 :—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में केन्द्रीय सरकार, भाखड़ा विद्युत मैनेजमेन्ट बोर्ड के प्रबंधन से सम्बद्ध नियोजकों और उनके कर्मचारों के बीच, अनुबंध में निहित औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण, चंडीगढ़ के पंचाट को प्रकाशित करती है, जो केन्द्रीय सरकार को 19 फरवरी, 1985 को प्राप्त हुआ था।

New Delhi, the 6th March, 1985

S.O. 1196.—In pursuance of section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the award of the Central Government Industrial Tribunal-cum-Labour Court, Chandigarh, as shown in the Annexure, in the industrial dispute between the employers in relation to the management of Bhakra Beas Management Board and their workmen, which was received by the Central Government on the 19th February, 1985.

ANNEXURE

BEFORE SHRI I. P. VASISHTH, PRESIDING OFFICER,
CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL,
CHANDIGARH

Case No. 193/81 New Delhi, 86 of 1983 Chandigarh

Employers in relation to the management of Bhakra Beas Management Board, Chandigarh.

AND

Their workmen Shri Rulda Ram and others.

APPEARANCES :

For the Employers—Shri R. L. Kaith.

For the Workmen—Shri Mulakh Raj.

ACTIVITY : Bhakra Beas Management Board, Punjab.

AWARD

Dated the 12th of February, 1985

The Central Government, Ministry of Labour in exercise of the powers conferred on them under Section 10(1)(d) of the Industrial Disputes Act, 1947, vide their Order No. L-42011(3)/81-D.II(B), dated the 22nd of October, 1981

read with S.O. 11025(2)/83 dated the 8th of June, 1983 referred the following dispute to this Tribunal for adjudication :—

- (a) "Whether the action of the management of Bhakra Beas Management Board in not giving Scale of Pay of Rs. 120-250 with effect from 1-2-1968 to their Machine Tool Operators when prior to revision they were in the Scale of Pay of Rs. 60-125 alongwith other Tradesmen like Turners, Blacksmiths and Crane Operators, is justified? If not to what relief the workmen are entitled?"
- (b) Whether the action of the management in not considering for promotions S/Shri Rulda Ram, Yog Raj and Mohinder Pal, Jr. MTOs with effect from 1-4-1978, 1-7-78 and 1-7-78 respectively when actually there was no charge of misconduct pending against them is justified? If not, to what relief these workmen are entitled?"

2. Brief facts of the case, according to the petitioners, (Machine Tool Operators), popularly known as MTOs are that prior to 1-2-1968 they were placed par with Turners, Blacksmiths and Crane Operators in the matter of salary. On revision of scales, some times in the year 1970-71, all of them were placed in the grade of Rs. 110-180, however, at a later stage the Management improved upon the pay scales of Turners, Blacksmiths and Crane Operators by fixing them in the grade of Rs. 120-250 retrospectively from 1-2-68, whereas the petitioners were left behind the aforesaid categories even though prior to the "appointed dated" (i.e. 1-2-1968) all of them had a common grade of Rs. 60-125. It was pleaded that their job was no less arduous and exacting than the aforesaid categories of workers and thus, in the very nature of things, the discrimination in pay scales was unjust and violative of the principles of natural justice, more over it tantamounted to an unfair labour practice.

3. Similarly it was averred that 3 of the petitioners, viz., Rulda Ram, Jog Raj and Mohinder Pal were denied promotions from the rank of Junior MTOs without any rhyme or reason.

4. Forced by the circumstances the petitioners raised a demand on the Management for appropriate relief both in the matter of pay scale as well as the promotions and since the latter did not respond favourably in spite of the intervention of the A.L.C. (C) during the Conciliation Proceedings, hence the Reference.

5. Resisting the petitioners' claim on all counts, the Management denied the charge of any discrimination or unfair labour practice in formulating a separate pay scale for the petitioners, similarly they denied having committed any impropriety in ignoring the claim of S/Shri Rulda Ram, Yog Raj and Mohinder Pal in the matter of promotion. It was averred that prior to 1-2-1968, Blacksmiths and Crane Operators enjoyed grades of Rs. 80-110 and Rs. 90-125 respectively as the required professional skill and responsibility were of entirely different nature, and even though the Machine Tool Operators and Turners had a common pay scale of Rs. 60-125, yet they could not longer be treated at par because the MTOs were not assigned such arduous or exacting "duties" as expected of the Turners. In short the Management pleaded justification for evolving different pay scales for these trades.

6. As regards the promotional claim of S/Shri Rulda Ram, Yog Raj and Mohinder Pal, it was submitted that they were not considered because of certain disqualification suffered by them due to departmental punishment. All the same the Management assured to consider their individual cases for promotion at the time of next available vacancies provided they continued discharging their duties satisfactorily.

7. A number of preliminary objections, of the technical nature, were also raised against maintainability of the reference proceedings but, in fairness to them, the Management withdrew all such objections at the time of framing the issues and since the remaining pleas were found to be fully

covered under the terms of reference, therefore, the parties were straight away called upon to adduce evidence in support of their respective versions. Thus the Management examined their S.D.O. Shri Ram Lok whereas the petitioners produced four witnesses, of course, both the parties relied up a number of documents also whose authenticity was not questioned from either side.

8. On a careful scrutiny of the entire available data and hearing the parties I feel inclined to believe that the petitioners demand for a better pay scale is not without force because eventhough the Blacksmiths and Crane Operators earlier enjoyed a slightly higher scale yet according to the common case of the parties, and as conceded by the Management's sole witness Shri Ram Lok, there was no distinction whatsoever in the grades of MTOs and the Turners. On behalf of the Management it was argued that there was nothing in common between the aforesaid Trades, rather the employees were separately assigned to these Trades, and for the proposition that their jobs were not inter-transferable, reliance was placed on the petitioners admission during their cross-examination. It was submitted that the duties of Blacksmiths and Crane Operators demanded higher professional skill and dedication which in itself provided sufficient justification for their upgrading.

9. Despite its seeming attraction the projected viewpoint failed to carry conviction with me. Of course the trades of Blacksmiths, Crane Operators, Turners and MTOs are quite different and distinct, but all the same, we can not loose sight of the Board's own policy that they usually follow the pattern evolved by the Punjab Government for its employees as per revelations in para Nos. 3 and 4 of the Affidavit, Exb. M1 of Shri Ram Lok. Otherwise also there is no gaining saying that at the time of general revision of the pay scales every endeavour was made to reduce their number on clubbing various trades and categories carrying similar or near similar responsibilities and requiring professional skill of almost the same quality. It was precisely for this reason that all these four Trades were fixed up in the common scale of Rs. 110-180. But then for no apparent justification the Board disturbed the arrangement by granting a higher scale to the Blacksmiths, Crane Operators and Turners. There could be some logic in accordance a better scale to the Blacksmiths and the Crane Operators because even prior to the general revision they were having a slightly higher grade than the petitioners but there was no warrant for downgrading the petitioners to the Turners because they had throughout been treated at par for all intents and purposes.

10. It is against this backdrop that a deep insight into certain disclosures made by the Management's witness Shri Ram Lok would be pertinent. He admitted that the MTOs were required to operate on various types of machines, e.g. Drilling, Rolling, Punching, Sheering, Grinding, Pressing, Straightening, Milling Cold-circular (Saw), Slaughter, Shapper, Bending, Planers, Screw cutting machines, including Rivets, Hammer and Latches etc. He had no idea about the exact capacity of these machines and so expressed his inability to admit that they fall under the category of Heavy machinery. Flavorating tradewise duties, Shri Ram Lok deposed that the Turners attend on the lathe-machines, Turning, Boring and Threading etc. but he could not say whether such duties were of a lighter nature as compared to that of an MTO. In the same sequence he threw some light on the job of a Blacksmith who worked on Forging, and Rope-socket-filling besides Heat Treatment whereas the Crane Operators operated the Cranes of various size and types both outside and inside the work-hop. But no where could Shri Ram Lok propagate that the duties of Blacksmith, Crane Operators or Turners for that matter, required any higher professional skill or dedication. Similarly he could not provide any worthwhile data to draw an inference that there was lesser amount of professional hazard or risk in the MTO's trade. And at the risk of repetition it may be pointed out that at least the Turners had throughout been treated at par with the MTOs, therefore, in the absence of any plausible explanation I find no reason to discard the petitioners' claim on this Count.

11. On behalf of the Management it was strenuously argued that the petitioners had exercised their option in accepting the new scale of Rs. 110-180 and therefore now they were debarred from claiming a better grade. I am not impressed with this logic because there is no evidence on record to show that the petitioners were duly apprised of the implications of the new scales or that they had ever given up their claim of being equated with the Turners, Crane Operators and Blacksmiths. Accordingly, on ascertaining their cause in its pith and substance, and by necessary implication disapproving the action of the Management/Respondent in the context of pay revision, I direct the latter to grant the pay scale of Rs. 120-250 to the petitioner MTOs w.e.f. 1-2-68.

12. However during the course of hearing before me I was informed by both the parties that there was yet another revision of pay scales from 1-1-78, therefore, to make it an effective and practical proposition I direct the Management to fix up the petitioners in the pay scale of Rs. 120-250 w.e.f. 1-2-68 and then re-fix them in the new corresponding scale w.e.f. 1-1-78. But keeping in view the huge financial implications no back wages, in the shape of arrears etc. shall be paid to them for the period up to 31-12-77 i.e. concerning the first revision.

13. As regards the second issue which relates to the promotion of S/Shri Rukla Ram, Yog Raj and Mohinder Pal junior MTOs, suffice to say that in their cross-examination all of them admitted that in the year 1977 they had been suspended on a theft charge and given minor punishment for a few days. Of course, there was no inquiry but their explanations were called for and on consideration found to be unsatisfactory, as would be evident from the relevant orders Exb. M8 and M9. It has been rightly urged that since their conduct had come under clouds at the relevant time, therefore, the Management and a valid reason to ignore them from the ensuing promotions at the relevant time. However, keeping in view the petty nature of the charge and the punishment imposed, I feel that they have been sufficiently penalised during the meanwhile and, therefore, in the light of the observations of the Hon'ble Judges in the matter of Workmen of Hindustan Lever Ltd. vs. Hindustan Lever Ltd. (1984) 65 FJR 246(SC) I direct that they be given the first available promotions to the posts of MTOs in accordance to their inter-se seniority.

14. Award returned accordingly.

Chandigarh:

Dated : 12-2-85.

I. P. VASISHTH, Presiding Officer

[No. L-42011(3)/81-D.II(B)]

HARI SINGH, Desk Officer

नई दिल्ली, 6 मार्च, 1985

का.आ. 1197 :—औद्योगिक विवाद अधिनियम, (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार, भंडारखोदी मैंगनीज साइन्स, नागपुर के प्रबन्धतंत्र से सम्बद्ध नियोजकों और उनके कर्मचारों के बीच अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्र सरकार औद्योगिक अधिकरण नं. 2, वस्वई के पंचाट को प्रकाशित करती है, जो केन्द्रीय सरकार का 25 फरवरी, 1985 को प्राप्त हुआ था।

New Delhi, the 6th March, 1985

S.O. 1197.—In pursuance of section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the award of the Central Government Industrial Tribunal, No. 2, Bombay, as shown in the Annexure in the industrial dispute between the employers in relation to the management of Bhandarbodi Manganese Mines, Nagpur and their workmen, which was received by the Central Government on the 25th February, 1985.

ANNEXURE

BEFORE THE CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL No. 2, BOMBAY

Reference No. CGIT-2/16 of 1981

PRESENT :

Shri M. A. Deshpande, Presiding Officer.

PARTIES :

Employers in relation to the Management of Bhandarbodi Manganese Mines, Nagpur.

AND

Their Workmen

APPEARANCES :

For the Employers—I. Shri S. J. Chawda, Advocate.

2. Shri S. R. Vishwakarma, Authorised representative

For the Workmen—No appearance.

INDUSTRY : Manganese Mines STATE : Maharashtra

Bombay, dated the 15th February, 1985

AWARD

(Dictated in the open Court)

By their order No. L-27011/1/81-D.III(B) dated 1-8-1981 the following dispute has been referred for adjudication under Section 10(1)(d) of the Industrial Disputes Act, 1947 :—

"Whether the action of the management of Bhandarbodi Manganese Mine, Nagpur in removing the following workmen from service is justified? If not, to what relief they are entitled?

- (1) Tiju Sadhu Tupat
- (2) Nathu Bhadaru Kothé
- (3) Gulab Sukhdeo Kumbhare
- (4) Tarachand Goma Shende
- (5) Savitri Gulab Kumbhare
- (6) Sita Fattu Kokode
- (7) Rukhma Cosai Kohale."

2. The contention of the workmen is that five of the workmen, namely—Gulab Sukhdeo, Tarachand Goma Shende, Savitri Gulab Kumbhare, Sita Fattu Kokode and Rukhma Gosai Kohale, who were in the service of the Respondent, when they reported for work on 3-4-1980, were not allowed to join duty. It is further contended that on the said date another workman by name Tiju Sadhu Tupat was allowed to join work but after allowing him to work for three months, from 15-7-1980 in his case also the history repeated and the employer refused to allow him to work. Lastly, it is stated that one Nathu Bhandru Tupat was also removed from work with effect from 18-4-1980. While stating the years of service put in by these workmen it is their contention that Tiju Sadhu Tupat was in the service for two years while remaining six workmen for one year.

3. All these contentions have been refuted by the other side who have separately put in their written statements and they deny the duration of employment as well the contention that on 3-4-1980 these workmen were sent back without allowing them to perform duties. Regarding the workman by name Tupat i.e. Tiju Sadhu Tupat the case of the company is that he worked in fact not only on that date but also continued to work till 22-6-1980 and thereafter he failed to report for duty.

4. On the above pleadings the following issues arise for determination and my findings thereon are :—

ISSUES

FINDINGS

- (i) Whether the reference is bad, on the ground of absence of date of termination?

No finding is noted.

ISSUES

FINDINGS

- (ii) Whether the reference bad on the ground that there is no industrial dispute as stated in para 3 of W.S. of the Mine Owner?

No finding is noted.

- (iii) In whose employment the workmen were working, whether of Mine Owner, Mine Manager, or raising contractor or all the three or any of them?

No finding is noted.

- (iv) Does Union prove that workmen reported to duty as alleged, but employer refused to employ them?

No

- (v) Whether Union proves that the act of employer amounts to removal of the workers from service?

No

- (vi) If it amounts to retrenchment, was it legally done?

- (vii) Whether the workmen are entitled to reliefs as desired?

- (viii) What award?

Since issues (iv) and (v) are answered negative there would be no question of retrenchment etc. nor any relief.

REASONS

5. Now before we drew the conclusion of retrenchment, there must be proof of removal from service which fact may occur either on account of actual removal from service or on account of employer refusing to allow the workman to work. The Union is pleading the second category. Therefore there should be some proof on record whereby we can hold that on 3-4-1980 these workmen namely Gulab Sukhdeo and four others actually reported for duty, that the employer did not allow them to work and that the said refusal amounts to retrenchment. So far as the inference of retrenchment is concerned that can be drawn from the facts as proved but before any such inference is drawn, as already stated, there must be sufficient proof to hold that in fact these workmen who were entitled to work, were denied the work by the Employer. Since the Union and the workman have remained absent today and there is no evidence on their behalf, no such finding is possible.

6. In the case of Tiju Sadhu Tupat the case of the management is that in fact he worked on 3-4-1980 and continued to work till 22-6-1980 and thereafter he failed to report for duty. This is something different from the case pleaded by the Union and therefore in this case also some proof was necessary to indicate that severance of relationship was on account of the act of the employer which proof in this proceeding is lacking on account of the absence of workmen or their Union. Furthermore it is also not clear as to whether these workmen excepting in the case of Shri Tiju Sadhu Tupat, had in fact continuously worked for more than one year, so as to attract the provision of Section 25F of the Industrial Disputes Act, in the absence of such proof, therefore, in the absence of proof that the relationship was brought to an end by the employer, no relief as prayed for namely either for reinstatement or for compensation etc. is permissible.

7. The employers have raised several other contentions which are reflected in issue Nos. 1 to 3. Since the basic facts are not established we need not go into the merits of those contentions and therefore I refrain from finding one way or other on these issues.

15-2-85

M. A. DESHPANDE, Presiding Officer

[No. L-27011/1/81-D.III(B)]

M. L. MEHTA, Under Secy.